



Purchasing Office - Bureau des achats:
 Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.
 Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.
 Le fournisseur/entrepreneur accepte la présente modification/en accusé réception.

Signature _____ Date _____
 Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
 Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 019
Client Reference No. - N° de référence du client 08317-070010	Date 2014-06-18
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 017ee.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE 4TH FL. 70 CREMAZIE GATINEAU Quebec K1A0G3 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE 4TH FL. 70 CREMAZIE ATTN: CELINE RENAUD GATINEAU Quebec K1A0G3 Canada	
Address Enquiries to: - Adresser toutes questions à: Lessard, Peter	Buyer Id - Id de l'acheteur 017ee
Telephone No. - N° de téléphone (819) 956-3254 ()	FAX No. - N° de FAX (819) 953-3703
Increase (Decrease) - Augmentation (Diminution) \$87,151.06	
Revised estimated cost Coût révisé estimatif \$3,536,646.04	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre 	

Contract No. - N° du contrat
 08317-070010/001/EEM
 Client Ref. No. - N° de réf. du client
 08317-070010

Amd. No. - N° de la modif.
 019
 File No. - N° du dossier
 017ec08317-070010

Buyer ID - Id de l'acheteur
 017ee
 CCC No./N° CCC - FMS No./N° VME

This Amendment No. 019 raised for the following:

- 1) Acknowledge Task Authorizations 31, 32, 33, and 34 and attached Annex A.
- 2) Revise the Limitation of Expenditure;

1. Task Authorization

Period of Services for Task Authorizations as follows:

TA 31 will start on contract amendment award date to December 31, 2014
 TA 32 will start on contract amendment award date to December 31, 2014
 TA 33 will start on July 19, 2014 and end on July 19, 2014
 TA 32 will start on June 23, 2014 to December 31, 2014

2. Revise the Limitation of Expenditure

3.1 The value of the contract is hereby increased by \$87,151.05 (GST Included) on the cover page, for a total of \$3,536,646.04

3.2 Delete Article 7.4 (a) Limitation of Expenditure in it's entirety;

Insert the following:

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED GST	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22	\$7,600.00	\$380.00	\$7,980.00

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 019
 File No. - N° du dossier
 017ec08317-070010

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	and 23			
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28 .	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Total		\$3,349,216.00	\$187,680.03	\$3,536,646.04

All other terms and conditions remain the same.



Public Works and Government Services
Canada

Travaux publics et Services
gouvernementaux Canada

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Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

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Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Ian Shaw

President, Identification & Payment Systems

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
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 K2E7T9
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 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 020
Client Reference No. - N° de référence du client 08317-070010	Date 2014-10-30
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 053ee.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Whissell, Pierre	Buyer Id - Id de l'acheteur 053ee
Telephone No. - N° de téléphone (819) 956-3254 ()	FAX No. - N° de FAX (819) 953-3703
Increase (Decrease) - Augmentation (Diminution) \$944,748.42	
Revised estimated cost Coût révisé estimatif \$4,481,394.46	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre 	

Contract No. - N° du contrat
08317-070010/001/EEM

Amend. No. - N° de la modif.
020

Buyer ID - Id de l'acheteur
053ee

Client Ref. No. - N° de réf. du client
08317-070010

File No. - N° du dossier
053ee08317-070010

CCC No./N° CCC - FMS No./N° VME

This Amendment No. 020 raised for the following:

1. Change the Contracting Authority;
2. Exercise the fourth option year to extend the contract and renew software maintenance and support services as per Article 4.1 and 4.3; and,
3. Revise the Limitation of Expenditure.

1. Change the Contracting Authority

Modify article **5.1 - Contracting Authority** to:

Pierre G. Whissell
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch (STAMS) - (SSSPD),
Place Du Portage, Phase III, 4C1
11 Laurier Street Gatineau, Quebec
K1A0S5

Telephone: (819) 956-9205
Facsimile: (819) 953-3703
E-mail address: pierre.g.whissell@pwgsc.gc.ca

2. Maintenance and Support

At Article 4.1 - Period of Contract:

Insert the following as sub-article (a) (v)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2014 up to and including October 31, 2015.

Contract No. - N° du contrat	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
08317-070010/001/EEM	020	053ce
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
08317-070010	053ce08317-070010	

3. Revise the Limitation of Expenditure

3.1 The value of the contract is hereby increased by \$944,748.42 (Taxes Included) on the cover page, for a total of \$4,481,394.45

3.2 **Delete** Article 7.4 (a) Limitation of Expenditure in it's entirety;

Insert the following:

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
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Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24	\$292,404.00	\$14,620.20	\$307,024.20

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 08317-070010

Amd. No. - N° de la modif.
 020
 File No. - N° du dossier
 053cc08317-070010

Buyer ID - Id de l'acheteur
 053ee
 CCC No./N° CCC - FMS No./N° VME

	Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011			
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28 .	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	Software Maintenance(\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4. Funding provided for professional services on as and when requested basis for TA activities. (\$700, 000.00 + appl taxes at \$104,825.00)	\$821,699.00	\$123,049.42	\$944,748.42
Total		\$4,170,915.00	\$310,729.45	\$4,481,394.45

All other terms and conditions remain the same.

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 Gatineau
 Quebec
 K1A 0S5

DRAFT - PROJET CONTRACT AMENDMENT MODIFICATION AU CONTRAT

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 Nom et titre du signataire autorisé (taper ou imprimer)

Date

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Comments - Commentaires

Ian Shaw

President, Identification & Payment Systems

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 021
Client Reference No. - N° de référence du client 08317-070010	Date
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 017ec.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
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Address Enquiries to: - Adresser toutes questions à: Whissell, Pierre	Buyer Id - Id de l'acheteur 017ec
Telephone No. - N° de téléphone (819) 956-3254 ()	FAX No. - N° de FAX (819) 953-3703
Increase (Decrease) - Augmentation (Diminution) \$0.00	
Revised estimated cost Coût révisé estimatif \$4,481,394.46	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. - N° du contrat
08317-070010/001/EEM
Client Ref. No. - N° de réf. du client
08317-070010

Amd. No. - N° de la modif.
021
File No. - N° du dossier
053ee08317-070010

Buyer ID - Id de l'acheteur
053ee
CCC No./N° CCC - FMS No./N° VME

This Amendment No. 021 is raised for the following:

- A. Change the Contracting Authority;
- B. Add two resource categories and per diems; and
- C. Acknowledge and add TA 36 to the contract.

1. Change the Contracting Authority

Modify article 5.1 - Contracting Authority to:

Shannon MacCuaig
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch (STAMS) - (SSSPD),
Place Du Portage, Phase III, 4C1
11 Laurier Street Gatineau, Quebec
K1A 0S5

Telephone: (819) 956-2625
Facsimile: (819) 953-3703
E-mail address: Shannon.maccuaig@pwgsc.gc.ca

2. Add Two Resource Categories

At Article 1.7 (a) - PROFESSIONAL SERVICES – QUALIFICATIONS & REPLACEMENT OF PERSONNEL:

Insert the following as sub-articles (v) and (vi):

(v) Tester

- Test planning and coordination.
- Supervision of testing in accordance with the plan.
- Management and monitoring of test plans for all levels of testing.
- Management of walkthroughs and reviews related to testing and implementation readiness.
- Status reporting.
- Development of test scenarios and test scripts.
- Establishing and maintaining source and object code libraries for a multi-platform, multi-operating system environment.
- Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures.
- Establishing and operating "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure.
- Establishing a validation and verification capability which assumes functional and performance compliance.

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 053ee08317-070010

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 053ee
 CCC No./N° CCC - FMS No./N° VME

(vi) Technical Writer

- Document help text, user manuals, technical documentation, web page content, etc.
- Review documentation standards and the existing project documentation.
- Determine documentation requirements and makes plans for meeting them.
- Gather information concerning the features and functions provided by the developers.
- Assess the audience for the documents/manuals which are required and prepare a statement of purpose and scope for each.
- Develop a table of content for each document/manual and write or edit the required content.
- Investigate the accuracy of the information collected by making direct use of the material being documented.
- Prepare or coordinate the preparation of any required illustrations and diagrams.
- Design the layout of the documents/manuals.
- Use word-processing, desk-top publishing and graphics software packages to produce final camera-ready copy.

Delete Table 5 in its entirety and replace with the following:

TABLE 5 - PER DIEM RATES FOR PROFESSIONAL SERVICES ON "AN AS AND WHEN REQUESTED BASIS"		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE
		For the Contract Years and first 4 Option Years
	"As and when requested basis" Professional Services: For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization.	
1	<u>Senior Technology Architect (Software Architect)</u>	
2	<u>Senior Technology Architect (Hardware Architect)</u>	
3	<u>Senior Business Transformation Architect</u>	
4	<u>Senior System Analyst</u>	
5	<u>Trainer</u>	
6	<u>Tester</u>	
7	<u>Technical Writer</u>	

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 File No. - N° du dossier
 053ee08317-070010

Buyer ID - Id de l'acheteur
 053cc
 CCC No /N° CCC - FMS No /N° VME

3. Limitation of Expenditure

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Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment	Software Maintenance and Support	\$126,899.00	\$19,003.13	\$145,902.13

Contract No. - N° du contrat
 08317-070010 001 EEM
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 021
 File No. - N° du dossier
 053cc08317-070010

Buyer ID - Id de l'acheteur
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 CCC No./N° CCC - FMS No./N° VME

018	Services for Option Year 3			
	Task Authorization 30			
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700,000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 21	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Total		\$4,170,915.00	\$310,729.45	\$4,481,394.00

All other terms and conditions remain the same.



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
Mainframe & Business Software Procurement
Division / Div des achats des ordi principaux et des
logiciels de gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

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Signature

Date

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)


Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
18 Auriga Drive
Ottawa
Ontario
K2E7T9
Canada
Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 022
Client Reference No. - N° de référence du client 08317-070010	Date 2018-10-24
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 011ee.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Joanne Yakabuskie	Buyer Id - Id de l'acheteur 011ee
Telephone No. - N° de téléphone (819) 956-1112 ()	FAX No. - N° de FAX (819) 953-3703
Increase (Decrease) - Augmentation (Diminution) \$144,121.12	
Revised estimated cost Coût révisé estimatif \$4,625,515.58	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre 	

This Amendment No. 022 is raised for the following:

- A. Change the Contracting Authority;
- B. Renew software maintenance and support services as per Article 4.1 and 4.3 and
- C. Revise the Limitation of Expenditure.

1. Change the Contracting Authority

Modify article 5.1 - Contracting Authority to:

Joanne Yakabuskie
 Public Works and Government Services Canada Acquisitions
 Branch (STAMS) - (SSSPD),
 Place Du Portage, Phase III, 4C1
 11 Laurier Street Gatineau, Quebec
 K1A 0S5

Telephone: (819) 956-1112
 Facsimile: (819) 953-3703
 E-mail address: joanne.yakabuskie@tpsgc-pwgsc.gc.ca

2. Maintenance and Support

At Article 4.1 - Period of Contract:

Insert the following as sub-article (a) (v)

The Software Maintenance and Support Services shall be extended from November 1, 2015 up to and including October 31, 2016

3. At ANNEX "A" insert various TABLES for Option 5

TABLE 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
		For Option 5
1	Annual fee for Maintenance for the Licensed Software	\$105,683.15

Contract No. - N° du contrat
 08317-070010/001/EEM
 Client Ref. No. - N° de réf. du client
 08317-070010

Amd. No. - N° de la modif.
 021
 File No. - N° du dossier
 053ee08317-070010

Buyer ID - Id de l'acheteur
 053ee
 CCC No./N° CCC - FMS No./N° VME

TABLE 3A – OPTION FOR SUPPORT SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
		For Option 5
1	Annual fee for Support Services for the licensed Software	\$19,666.82

TABLE 5A - PER DIEM RATES FOR PROFESSIONAL SERVICES ON "AN AS AND WHEN REQUESTED BASIS"		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE
		For Option 5
	"As and when requested basis" Professional Services: For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization.	
1	<u>Senior Technology Architect (Software Architect)</u>	
2	<u>Senior Technology Architect (Hardware Architect)</u>	
3	<u>Senior Business Transformation Architect</u>	
4	<u>Senior System Analyst</u>	
5	<u>Trainer</u>	
6	<u>Tester</u>	
7	<u>Technical Writer</u>	

3. Limitation of Expenditure

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50

Contract No. - N° du contrat
 08317-070010/001/BEM
 Client Ref. No. - N° de réf. du client
 08317-070010

Amd. No. - N° de la modif.
 021
 File No. - N° du dossier
 053ec08317-070010

Buyer ID - Id de l'acheteur
 053ee
 CCC No./N° CCC - FMS No./N° VME

Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28 .	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 30 Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05

Contract No. - N° du contrat
 08317-070010/001/EEM
 Client Ref. No. - N° de réf. du client
 08317-070010

Amd. No. - N° de la modif.
 021
 File No. - N° du dossier
 053ee08317-070010

Buyer ID - Id de l'acheteur
 053ee
 CCC No./N° CCC - FMS No./N° VME

Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700, 000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 21	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 22	<p>Software Maintenance (\$105,683.15 + Appl Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl Taxes at \$2,945.10) for Option Year 5</p>	\$125,349.97	\$18,771.15	\$144,121.12
Total				\$4,625,515.58

All other terms and conditions remain the same.



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:

Mainframe & Business Software Procurement
Division / Div des achats des ordi principaux et des
logiciels de gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accuse réception.

Signature

Date

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Ian Shaw

President, Identification & Payment Systems

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
18 Auriga Drive
Ottawa
Ontario
K2E7T9
Canada
Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 023
Client Reference No. - N° de référence du client 08317-070010	Date 2016-08-02
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 029eem.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Andrea Riopel	Buyer Id - Id de l'acheteur 029eem
Telephone No. - N° de téléphone (873) 469-3984 ()	FAX No. - N° de FAX (819) 953-3703
Increase (Decrease) - Augmentation (Diminution) \$1,758,094.75	
Revised estimated cost Coût révisé estimatif \$6,383,610.33	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
023

Buyer ID – Id de l'acheteur
029eem

CONTRACT AMENDMENT #023 IS RAISED FOR THE FOLLOWING:

- 1) To exercise the sixth (6) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
- 2) To add funding for Professional Services Task Authorization(s);
- 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment and for funding to fulfill Task Authorization(s);
- 4) Change Contracting Authority

1. At Article 4.1– Term of Contract:

INSERT THE FOLLOWING AS SUB-ARTICLE (a)(ii)

The Software Maintenance and Support Services Shall be extended for one (1) year starting November 1, 2016 up to and including October 31, 2017.

2. Revise the Limitation of Expenditure

For Amendment 23 the Value of the Contract is hereby increased by \$1,758,094.75 (GST Included) AND the Revised Estimated Cost is not to exceed \$6,383,610.33 as per the contract cover page.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
023

Buyer ID – Id de l'acheteur
029eem

Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28 .	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
023

Buyer ID – Id de l'acheteur
029eem

Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700, 000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 21	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
023

Buyer ID – Id de l'acheteur
029eem

Amendment 22	Software Maintenance (\$105,683.15 + Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 23	1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00) 2. Increase Funding by \$129,110.46 (plus applicable taxes at 19,334.29) to exercise option #6 to extend the Contract from November 1, 2016 up to and including October 31, 2017	\$1,529,110.46	\$228,984.29	\$1,758,094.75
Total		\$5,825,375.43	\$558,484.89	\$6,383,610.33

3. At Article 5 – Authorities:

Section 5.1 is hereby deleted in its entirety and replaced with the following:

The Contracting Authority for the Contract is:

Name: Peter Gabriel
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch (STAMS) - (SSSPD),
 Place Du Portage, Phase III, 4C1
 11 Laurier Street
 Gatineau, Quebec
 K1A0S5

 Telephone: 873-469-4654
 Facsimile: 819-953-3703
 E-mail address: Peter.Gabriel@tpsgc-pwgsc.gc.ca

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
 Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des
 logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accuse réception.

Signature

Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Date

2017/4/24

Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

IAN SHAW

PRESIDENT, IDENTIFICATION
& PAYMENT SYSTEMS

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 024
Client Reference No. - N° de référence du client 08317-070010	Date 2017-04-10
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$0.00	
Revised estimated cost Coût révisé estimatif \$6,383,610.33	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
024

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #024 IS RAISED FOR THE FOLLOWING:

- 1) To update the Authorities named in article 5 of the contract;
- 2) To amend the Limitation of Expenditure to incorporate Task Authorization 37; and
- 3) To amend the Method of Payment to require copies of all invoices to be forwarded to the Contracting Authority.

1. At Article 5 – Authorities:

Section 5.1 is hereby deleted in its entirety and replaced with the following:

The Contracting Authority for the Contract is:

Name: Michael Hradecky
Title: Supply Team Leader

Public Services and Procurement Canada
Acquisitions Branch
Place Du Portage, Phase III, 12C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: 819-420-2212
E-mail address: Michael.hradecky@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Section 5.2 is hereby deleted in its entirety and replaced with the following:

The Project Authority for the Contract is:

Name: Floyd Pusshelberg
Title: Director

Immigration, Citizenship and Refugees Canada
Jean Edmonds South Tower, 7th Floor

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
024

Buyer ID – Id de l'acheteur
002 xs

365 Laurier Avenue West
Ottawa, Ontario
K1A 1L1

Telephone: 613-437-6924
E-mail address: Floyd.Pushelberg@cic.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Section 5.3 is hereby deleted in its entirety and replaced with the following:

The Contractor's representative for this Contract is:

Contact:
E-mail address:
Telephone:

2. At Article 7.4 – Limitation of Expenditure:

Section 7.4 is hereby deleted in its entirety and replaced with the following:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$5,825,375.43. Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
024

Buyer ID – Id de l'acheteur
002 xs

Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012.	\$121,699.00	\$6,084.95	\$127,783.95

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 024

Buyer ID – Id de l'acheteur
 002 xs

	Extend end date for TA 25 and TA 27 and 28 .			
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4. Funding provided for professional services on as and when requested basis for TA activities. (\$700, 000.00 + appl taxes at \$104,825.00) The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)	\$583,499.00	\$87,378.97	\$670,877.97

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
024

Buyer ID – Id de l'acheteur
002 xs

Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 + Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00) 2. Increase Funding by \$129,110.46 (plus applicable taxes at 19,334.29) to exercise option #6 to extend the Contract from November 1, 2016 up to and including October 31, 2017	\$1,529,110.46	\$228,984.29	\$1,758,094.75
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Total		\$5,825,375.43	\$558,484.89	\$6,383,610.33

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
024

Buyer ID – Id de l'acheteur
002 xs

- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

3. At Article 7.5 – Method of Payment, subarticle (c):

ADD:

One (1) copy of the invoice and any associated supporting documentation must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:

Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des
 logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

**CONTRACT AMENDMENT
MODIFICATION AU CONTRAT**

The referenced document is hereby amended: unless
 otherwise indicated, all other terms and conditions of
 the contract remain the same.

Ce document est par la présente modifié: sauf indication
 contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this
 amendment.

Le fournisseur/entrepreneur accepte la présente
 modification/en accuse réception.

Signature

Date

Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
 fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 025
Client Reference No. - N° de référence du client 08317-070010	Date 2017-10-27
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$152,898.10	
Revised estimated cost Coût révisé estimatif \$6,536,508.43	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #025 IS RAISED FOR THE FOLLOWING:

- 1) To exercise the seventh (7) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
- 2) To clarify the contents of the Task Authorizations to allow for additional methods of payment;
- 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment; and
- 4) To amend the Basis of Payment to add rates for Option Year 7.

1. At Article 4.1 – Period of the Contract:

INSERT THE FOLLOWING AS SUB-ARTICLE (a)(vii)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2017 up to and including October 31, 2018.

2. At Article 6.5 – Contents of a TA

Article 6.5 is hereby deleted in its entirety and replaced with the following:

Contents of a TA: A Task Authorization will contain the following information, if applicable:

- (i) A task number;
- (ii) The details of any financial coding to be used;
- (iii) The number of resources in each category required;
- (iv) A brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
- (v) The interval during which the task is to be carried out (beginning and end dates); milestone dates for deliverables and payments (if applicable);
- (vi) The number of person-days of effort required;
- (vii) The specific work location;
- (viii) The price payable to the Contractor for performing the task, with an indication of whether it is a firm price, ceiling price or limitation of expenditure TA (and, for ceiling price or limitation of expenditure Task Authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

- (ix) Any other constraints that might affect the completion of the task.

3. At Article 7.1 (g) – Professional Services

Article 7.1 (g) is hereby deleted in its entirety and replaced with the following:

7.1 (g) Professional Services - Establishing Pricing

- (i) Where a TA is for an element of Work that has a pricing basis in the Basis of Payment, that basis will be used to arrive at a cost for the TA. Where a TA is for an element of Work that does not have a pricing basis in the Basis of Payment, the rate will be negotiated as and when required by the Contracting Authority in accordance with the terms and conditions of the Contract.
- (ii) If the total cost of the TA includes an estimate for travel and living expense (as specified on the TA form), the actual cost for travel and living expenses may exceed the estimate by a maximum of 10 percent without the prior written approval of the Technical Authority and the issuance of an amendment to the TA. Any increase in excess of 10 percent requires the written approval of the Technical Authority under an amended TA, to be issued with the Contracting Authority's prior written concurrence.

4. Add Article 7.1 (h) – Professional Services – Pricing Basis

7.1 (h) Establishing Pricing

Depending on the nature of the Work, the following pricing basis, as approved by Canada, will apply to a TA:

- (a) **Firm Price:** Where the Work described for the TA is clearly defined, the Contractor's TA price proposal will contain a firm price for labour and any related costs. Where the final price for the Work appended to the TA is a firm price, the requirements of the Work shall be completed in accordance with the terms and conditions of the Contract and no additional funds will be made available.
- (b) **Ceiling Price:** Where the Work described for the TA is clearly defined but may contain some variable elements, the Contractor's TA price proposal will contain a ceiling price for labour and for any other related costs. The ceiling price indicated will be subject to downward adjustment only so as not to exceed the actual charges and costs reasonably and properly incurred in the performance of the Work and computed in accordance with the Basis of Payment (GST/HST extra). The requirements of the Work shall be completed in accordance with the terms and conditions of the Contract, subject to the final ceiling price, and no additional funds will be made available.
- (c) **Limitation of Expenditure:** Where Work described for the TA is not clearly defined, the Contractor's TA price proposal will contain an estimated cost for labour, plus an estimated amount for any other related costs computed in accordance with the Basis of Payment, as applicable, as a limitation of expenditure pricing basis. If, during the execution of the task, it becomes apparent that the Work is greater than anticipated, the Contractor must provide the Technical Authority and the Contracting Authority with the justification for any anticipated cost overruns. Any increase in the limitation of expenditure for labour or expenses must be authorized by an amendment to the TA, in accordance with the authorization process described in Article 20.

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

If the Contractor does not notify the Technical Authority of any anticipated cost overruns before 75 percent of the estimated level of effort has been expended, the limitation of expenditure for labour, specified in the TA, will become a ceiling price and the requirements of the Work described for the TA shall be completed in accordance with the terms and conditions of the Contract, subject to the final ceiling price, and no additional funds will be made available.

5. Add Article 7.1 (i) – Professional Services – Holdbacks

7.1 (i) Holdbacks

For the provision of professional services with Milestone Payments, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization (TA) detailed in article 6 of Part 7, the Contractor shall be paid monthly, in arrears, for actual time worked, at the firm all-inclusive daily rates set out in the TA, which are not to exceed the ceiling rates as per Annex "A", minus a holdback amount of twenty-five percent (25%). The GST/HST is extra and payable by the Consignee if applicable. Partial days shall be prorated based on actual hours worked based on a 7.5-hour workday.

The amount of the holdback shall be paid to the Contractor upon completion and acceptance of the entire applicable Task Authorization.

6. At Article 7.4 – Limitation of Expenditure:

Article 7.4 is hereby deleted in its entirety and replaced with the following:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$5,958,359.21. Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 025

Buyer ID – Id de l'acheteur
 002 xs

Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28 .	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700,000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 +Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	<p>1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00)</p> <p>2. Increase Funding by \$129,110.46 (plus applicable taxes at 19,334.29) to exercise option #6 to extend the Contract from</p>	\$1,529,110.46	\$228,984.29	\$1,758,094.75

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

	November 1, 2016 up to and including October 31, 2017			
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1, 2017 up to and including October 31, 2018	\$132,983.78	\$19,914.32	\$152,898.10
Total		\$5,958,359.21	\$578,149.22	\$6,536,508.43

7. At Article 7.5 (a)(iv)

Article 7.5 (a)(iv) is hereby deleted in its entirety and replaced with the following:

(iv)(1) Task Authorization

(A) Each TA will stipulate the Method of Payment to be applied to the TA; the most appropriate Method of Payment will be determined at the time the TA is issued.

(B) For a Firm Price Basis of Payment, the following Methods of Payment shall apply:

(AA) Lump sum payments shall be made following acceptance of all deliverables by the Technical Authority; or

(AB) Milestone payments shall be made, on an exceptional basis for large TAs subject to approval by the Contracting Authority; the Contractor shall ensure that the payments

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

requested are tied to the deliverables proposed, and the proposed milestone payment amount is commensurate with the level of effort and all costs to be incurred.

- (C) For a ceiling price or limitation of expenditure Basis of Payment, the following Methods of Payment shall apply:

(AA) Lump sum payments shall be made following acceptance of all deliverables by the Technical Authority; or

(AB) Milestone payments shall be made, on an exceptional basis for large TAs subject to approval by the Contracting Authority; the Contractor shall ensure that the payments requested are tied to the deliverables proposed, and the proposed milestone payment amount is commensurate with the level of effort and all costs to be incurred.

(iv)(2) Task Authorizations - Lump Sum Payment

- (A) Once all the Work required by any Task Authorization with a firm price has been completed, Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes a claim for any reason, Canada will pay the Contractor the undisputed portion of the claim, as long as the undisputed items are separate line items on the claim and are owing. In the case of disputed claims, the claim will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

- (B) The Contractor must submit a claim in accordance with the invoicing instructions provided in the Contract.

- (C) The Contractor must submit the following information and supporting documentation with each claim for payment:

(AA) the TA number;

(AB) the total amount(s) being billed against the TA;

(AC) the approved TA basis of payment and method of payment for the TA, as applicable;

(AD) reports/supporting documentation, as required under the TA;

(AE) a detailed breakdown of all costs incurred against the TA, including:

(AAA) the costs per applicable labour category and other direct costs in accordance with the Basis of Payment;

(AAB) a summary of the time being charged;

(AAC) a certification from the Chief Financial Officer or an authorized signing officer of the Contractor, that the Work was completed and the costs presented were incurred; and

(AAD) a completed and signed copy of the Deliverable Acceptance Certificate.

- (D) Canada reserves the right to modify the above process as deemed necessary.

(iv)(3) Task Authorizations - Milestone Payments

- (A) For any Task Authorization issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the task have been complete and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that Task Authorization and the payment provisions of the Contract of the amount claimed and approved by Canada if:

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 025

Buyer ID – Id de l'acheteur
 002 xs

- (AA) an accurate and complete claim for milestone payment and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (AB) all the certificates have been signed by the respective authorized representatives; and
- (AC) all Work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.
- (B) If Canada disputes a claim for any reason, Canada will pay the Contractor the undisputed portion of the claim, as long as the undisputed items are separate line items on the claim and are owing. In the case of disputed claims, the claim will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- (C) The Contractor must submit a claim in accordance with the invoicing instructions provided in the Contract. All claims must be sequentially numbered.
- (D) The Contractor must submit the following information and supporting documentation with each claim for Payment:
 - (AA) the TA number;
 - (AB) the total amount(s) being billed against the TA;
 - (AC) the approved TA basis of payment and method of payment for the TA, as applicable;
 - (AD) reports and supporting documentation, as required under the TA;
 - (AE) a detailed breakdown of all costs incurred against the TA, including:
 - (AAA) the costs per applicable labour category and other direct costs in accordance with the Basis of Payment;
 - (AAB) less holdback at 25%, calculated on the amount in (AAA);
 - (AAC) a summary of the time being charged;
 - (AAD) a certification from the Chief Financial Officer or an authorized signing officer of the Contractor, that the Work was completed and the costs presented were incurred; and
 - (AAE) a completed and signed copy of the Deliverable Acceptance Certificate.
- (E) Canada reserves the right to modify the above process as deemed necessary.

8. At Annex "A" – Basis of Payment Tables, insert the following Tables for Option Period 7

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Maintenance of the Licensed Software	\$112,119.25

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
025

Buyer ID – Id de l'acheteur
002 xs

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Support Services for the Licensed Software	\$20,864.53

Table 14 – PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN "AS AND WHEN REQUESTED BASIS"		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE For Option Year 7
1	Senior Technology Architect (Software Architect)	
2	Senior Technology Architect (Hardware Architect)	
3	Senior Business transformation Architect	
4	Senior System Analyst	
5	Trainer	
6	Tester	
7	Technical Writer	

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
 Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des
 logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless
otherwise indicated, all other terms and conditions of
the contract remain the same.
 Ce document est par la présente modifié: sauf indication
contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this
amendment.

Le fournisseur/entrepreneur accepte la présente
modification/en accuse réception

Signature

Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
 Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 026
Client Reference No. - N° de référence du client 08317-070010	Date 2018-05-07
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$1,170,197.15	
Revised estimated cost Coût révisé estimatif \$7,706,705.58	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
026

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #026 IS RAISED FOR THE FOLLOWING:

- 1) To increase the Limitation of Expenditure under the Contract to provide funding to fulfill Task Authorizations.

1. At Article 7.4 – Limitation of Expenditure:

Article 7.4 is hereby deleted in its entirety and replaced with the following:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$6,976,143.21. Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24	\$292,404.00	\$14,620.20	\$307,024.20

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
026

Buyer ID – Id de l'acheteur
002 xs

	Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011			
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28.	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4. Funding provided for professional services on as and when requested basis for TA activities. (\$700,	\$583,499.00	\$87,378.97	\$670,877.97

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
026

Buyer ID – Id de l'acheteur
002 xs

	<p>000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>			
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 +Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	<p>1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00)</p> <p>2. Increase Funding by \$129,110.46 (plus applicable taxes at 19,334.29) to exercise option #6 to extend the Contract from November 1, 2016 up to and including October 31, 2017</p>	\$1,529,110.46	\$228,984.29	\$1,758,094.75
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
026

Buyer ID – Id de l'acheteur
002 xs

Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1, 2017 up to and including October 31, 2018	\$132,983.78	\$19,914.32	\$152,898.10
Amendment 026	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$1,017,784.00 + applicable taxes at \$152,413.15).</p> <p>Contract Amendments 020, 023 and 026 increased Task Authorization funding in the Contract by the amount of \$3,582,152.15 (\$3,117,784.00 + applicable taxes at \$464,368.15).</p> <p>Task Authorizations 35 A002, 36 A002, 37 A003, 38 A001 and 40 have been issued in the amount of \$1,891,629.92 (\$1,645,253.25 + applicable taxes at \$246,376.67).</p> <p>Task Authorization 39 - The funding for this TA (\$817,784.00 + applicable taxes of \$106,311.92 = \$924,095.92) will be subtracted from the balance remaining from the funding (amount remaining \$1,472,530.75 + applicable taxes \$220,511.48 = \$1,693,042.23).</p>	\$1,017,784.00	\$152,413.15	\$1,170,197.15
Total		\$6,976,143.21	\$730,562.37	\$7,706,705.58

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
 Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des
 logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless
otherwise indicated, all other terms and conditions of
the contract remain the same.
 Ce document est par la présente modifié: sauf indication
contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this
amendment.

Le fournisseur/entrepreneur accepte la présente
modification/en accuse réception.

Signature

Date

Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 027
Client Reference No. - N° de référence du client 08317-070010	Date 2018-08-27
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	
Buyer Id - Id de l'acheteur 002xs	
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$377,978.09	
Revised estimated cost Coût révisé estimatif \$8,084,683.67	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre	

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 027

Buyer ID – Id de l'acheteur
 002 xs

CONTRACT AMENDMENT #027 IS RAISED FOR THE FOLLOWING:

- 1) To amend the maintenance and support services for option year 7 to reflect the increased costs resulting from enhancements to the system and to increase the Limitation of Expenditure accordingly;
- 2) To exercise the eighth (8th) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
- 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment;
- 4) To amend the Basis of Payment to add rates for Option Year 8.

1. At Article 4.1 – Period of the Contract:

INSERT THE FOLLOWING AS SUB-ARTICLE (a)(vii)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2018 up to and including October 31, 2019.

2. At Article 7.4 – Limitation of Expenditure:

Article 7.4 is hereby deleted in its entirety and replaced with the following:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$7,304,891.28
 Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 027

Buyer ID – Id de l'acheteur
 002 xs

Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28.	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3	\$126,899.00	\$19,003.13	\$145,902.13

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
027

Buyer ID – Id de l'acheteur
002 xs

	Task Authorization 30			
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700,000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 + Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	<p>1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00)</p> <p>2. Increase Funding by \$129,110.46 (plus applicable taxes at 19,334.29) to exercise option #6</p>	\$1,529,110.46	\$228,984.29	\$1,758,094.75

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 027

Buyer ID – Id de l'acheteur
 002 xs

	to extend the Contract from November 1, 2016 up to and including October 31, 2017			
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1, 2017 up to and including October 31, 2018	\$132,983.78	\$19,914.32	\$152,898.10
Amendment 026	1. Funding provided for professional services on as and when requested basis for TA activities (\$1,017,784.00 + applicable taxes at \$152,413.15). Contract Amendments 020, 023 and 026 increased Task Authorization funding in the Contract by the amount of \$3,582,152.15 (\$3,117,784.00 + applicable taxes at \$464,368.15). Task Authorizations 35 A002, 36 A002, 37 A003, 38 A001 and 40 have been issued in the amount of \$1,891,629.92 (\$1,645,253.25 + applicable taxes at \$246,376.67). Task Authorization 39 - The funding for this TA (\$817,784.00 +	\$1,017,784.00	\$152,413.15	\$1,170,197.15

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
027

Buyer ID – Id de l'acheteur
002 xs

	applicable taxes of \$106,311.92 = \$924,095.92) will be subtracted from the balance remaining from the funding (amount remaining \$1,472,530.75 + applicable taxes \$220,511.48 = \$1,693,042.23).			
Amendment 027	<p>1. Software Maintenance and Support for Option 7</p> <ul style="list-style-type: none"> - Increase the Funding for Software Maintenance by \$104,826.13 (\$91,172.98 + applicable taxes at \$13,653.15); and - Increase the Funding for Support Services by \$19,507.34 (\$16,966.59 + applicable taxes at \$2,540.75). <p>2. Software Maintenance and Support for Option 8</p> <ul style="list-style-type: none"> - Exercise Option Period 8 to extend the Contract from November 1, 2018 up to and including October 31, 2019. - Increase the Funding for Software Maintenance by \$213,848.97 (\$185,996.06 + applicable taxes at \$27,852.91); and - Increase the Funding for Support Services by \$39,795.65 (\$34,612.44 + applicable taxes at \$5,183.21). 	\$328,748.07	\$49,230.02	\$377,978.09
Total		\$7,304,891.28	\$779,792.39	\$8,084,683.67

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
027

Buyer ID – Id de l'acheteur
002 xs

3. At Annex "A" – Basis of Payment Tables, Option Period 7, Table 2A:

Delete:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Maintenance of the Licensed Software	\$112,119.25

Insert:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Maintenance of the Licensed Software	\$203,292.23

4. At Annex "A" – Basis of Payment Tables, Option Period 7, Table 3A:

Delete:

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Support Services for the Licensed Software	\$20,864.53

Insert:

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 7
1	Annual fee for Support Services for the Licensed Software	\$37,831.12

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
027

Buyer ID – Id de l'acheteur
002 xs

5. At Annex "A" – Basis of Payment Tables, insert the following Tables for Option Period 8

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 8
1	Annual fee for Maintenance of the Licensed Software	\$185,996.06

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 8
1	Annual fee for Support Services for the Licensed Software	\$34,612.44

Table 14 – PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN "AS AND WHEN REQUESTED BASIS"		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE For Option Year 8
1	Senior Technology Architect (Software Architect)	
2	Senior Technology Architect (Hardware Architect)	
3	Senior Business transformation Architect	
4	Senior System Analyst	
5	Trainer	
6	Tester	
7	Technical Writer	

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:

Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accusé réception.

Craig Bascombe, President Lottery Systems and Chief Financial Officer

Signature

Date Oct. 31, 2019

Name, title or person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith

Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 028
Client Reference No. - N° de référence du client 08317-070010	Date 2019-10-30
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	
GST/HST TPS/TVH	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$768,267.56	
Revised estimated cost Coût révisé estimatif \$8,852,951.23	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre Hradecky, Michael Digitally signed by Hradecky, Michael Date: 2019.10.30 13:54:32 -04'00'	

s.16(2)(c)

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #028 IS RAISED FOR THE FOLLOWING:

- 1) To add two (2) additional option years to the contract;
 - 2) To exercise the ninth (9th) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
 - 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment;
 - 4) To amend Support Services to include and define After Hours On-Site Support;
 - 5) To amend the Basis of Payment to add rates for Option Year 9.
-

1. At Article 1.1 – Licenses to Licensed Software:

2. At Article 1.2 – Warranty:

Delete:

Section 13 (*Warranty*) of 9601-4

Insert:

Section 15 (*Warranty*) of 4003

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

3. At Article 1.2 – Warranty:

Delete:

For the purposes of this Contract, in particular 9601-2, 9601-3, 9601-4, 9601-5, and 9601-7 and all provisions of the Contract dealing with warranties, software maintenance and support services, all custom software created and provided under task authorizations through professional services or otherwise by the Contractor is included in the terms "Licensed Programs" and "Licensed Software" and "Software" and "FRS" in this Contract, and 9601-2, 9601-3, 9601-4, 9601-5, and 9601-7 are amended accordingly. During the Warranty Period, the Contractor shall meet its warranty obligations at no additional cost to Canada, such obligation which will include the custom software contemplated herein.

Insert:

For the purposes of this Contract, in particular 4002, 4003, 4004 and 4007, and all provisions of the Contract dealing with warranties, software maintenance and support services, all custom software created and provided under task authorizations through professional services or otherwise by the Contractor is included in the terms "Licensed Programs" and "Licensed Software" and "Software" and "FRS" in this Contract, and 4002, 4003, 4004 and 4007 are amended accordingly. During the Warranty Period, the Contractor shall meet its warranty obligations at no additional cost to Canada, such obligation which will include the custom software.

4. At Article 1.3 – Software Maintenance:

Delete:

Section 13 (*Warranty*) of 9601-4

Insert:

Section 15 (*Warranty*) of 4003

5. At Article 1.3 – Software Maintenance, subsection (c):

Delete:

Section 3 (*Updates*) of 9601-5

Insert:

Section 03 (*Warranty*) of 4004

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

6. At Article 1.3 – Software Maintenance:

Add:

- (e) The Contractor must provide IRCC with semi-annual releases.

The Contractor must evaluate the following patches semi-annually and release them to IRCC for testing in the IRCC test environment, and upon the completion of testing, for deployment to production regular FRS system updates including priority fixes (bugs and enhancements).

The Contractor must notify IRCC if changes to the FR system are required in order to be able to implement other patches (Windows, Linux, etc.). A “statement of task” (Change Request) will be prepared in accordance with the Task Authorization (TA) process described in Article 6 of the contract and the TA process shall be followed.

- (f) The Contractor must provide IRCC with any required emergency release when:

- i. Operational requirements require an emergency release.

Should IRCC request an emergency release that is in addition to the in scope and agreed upon semi-annual releases, and the request for a new release is:

- a. due to a bug fix caused by the Contractor – the emergency release would be provided by the Contractor under the M&S agreement; or
- b. due to a new requirement (out of scope) – the emergency release would be provided in accordance with the Task Authorization (TA) process described in Article 6 and the TA process shall be followed.

7. At Article 1.4 – Support Services:

Delete:

Section 6 (*Hotline Service*) of 9601-5

Insert:

Section 05 (*Support Services*) of 4004

8. At Article 1.4 – Support Services:

Add:

- (c) After Hours On-Site Support - Should emergency support requests (i.e. outside the regular support hours for services detailed in the contract) be required, the Contractor must provide access to support personnel based on the support services required and the per diem rates provided in the Basis of Payment to address issues (incidents) which arise after hours. The Director, IT Development Operations, IT Operations Branch or their designated representative, will approve

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

after-hours services related to the incident and cc IRCC's Vendor Management Office (VMO) as well as IRCC's Integrity Risk Management Branch's Identity Control Unit (IRMB/ICU) on all related correspondence. The Contractor must not engage in any after-hours support prior to receiving confirmation from an IRCC delegated authority.

9. At Article 1.5 – Licensed Documentation:

Delete:

Section 6 (*Licensed Documentation*) of 9601-4

Insert:

Section 09 (*Software Documentation*) of 4003

10. At Article 1.7 – Professional Services – Qualifications & Replacement of Personnel:

Delete:

The following four (4) categories

Insert:

The following six (6) categories

11. At Article 2.1 – Acquisition Clauses and Conditions:

Delete:

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (SACC) Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Insert:

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

12. At Article 2.2 – General Conditions and Supplemental General Conditions:

Delete:

In its' entirety.

Insert:

General Conditions and Supplemental General Conditions

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

The following General and Supplemental General Conditions are hereby incorporated by reference into and form part of this resultant contract, as though expressly set out herein, subject to any other express terms and conditions herein contained:

General Conditions

2035 (2018-06-21) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.

Supplemental General Conditions

- (a) 4002 Software Development or Modification Services (2010-08-16);
- (b) 4003 Licensed Software (2010-08-16);
- (c) 4004 Maintenance and Support Services for Licensed Software (2013-06-26); and
- (d) 4007 Crown to own Intellectual Property Rights in Foreground Information (2010-08-16).

SACC Clauses

C0705C Discretionary Audit (2010-01-11)

13. At Article 4.1 – Period of the Contract:

Insert:

(a)(viii)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2019 up to and including October 31, 2020.

14. At Article 4.2 Delivery Date, subsection vii):

Delete:

In its' entirety.

Insert:

Immigration, Refugees and Citizenship Canada
70 Crémazie Street
Gatineau, Quebec
K1A 1L1

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

15. At Article 4.3 – Options to Extend the Contract Period, subsection iv):

Delete:

In its' entirety.

Insert:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to once (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

16. At Article 4.8 – Loss or Damage to Magnetic Records or Documentation

Delete:

Notwithstanding Section 16 (Risk of Loss) of 9601-4

Insert:

Notwithstanding Section 18 (Risk of Loss) of 4003

17. At Article 4.10 – Priority of Documents:

Delete:

In its' entirety.

Insert:

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
 - (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
 - (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

- (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software; and
- (iv) 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
- (c) 2035 (2018-06-21) General Conditions – Higher Complexity - Services;
- (d) Annex D, Statement of Work;
- (e) Annex C, Requirements Specification and Evaluation Criteria;
- (f) Annex A, Basis of Payment;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) Annex B, Task Authorization Form;
- (i) Annex E, Security Requirements Checklist; and
- (j) The Contractor's Bid dated September 18, 2007.

18. At Article 5.2 – Project Authority

Delete:

Name: Floyd Pushelberg
Title: Director
Immigration, Citizenship and Refugees Canada
Jean Edmonds South Tower, 7th Floor

365 Laurier Avenue West
Ottawa, Ontario
K1A 1L1
Telephone: 613-437-6924
E-mail address: Floyd.Pushelberg@cic.gc.ca

Insert:

Name: Christine Larouche
Title: Assistant Director, Integrity Risk Management
Immigration, Citizenship and Refugees Canada
365 Laurier Avenue West
Ottawa, Ontario
K1A 1L1

s.19(1)

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

Telephone: 613-864-8752
E-Mail address: Christine.Larouche@cic.gc.ca

19. At Article 5.3 – Contractor's Representative

Delete:

Insert:

20. At Article 6.10 – Project Authority

Delete:

The Contractor shall prepare and submit monthly progress reports on the status of all the Task Authorizations to: (i) the Client Technical Authority and (ii) the PWGSC Contract Authority, both named in Part 7, Resulting Contract Clauses

Insert:

The Contractor shall prepare and submit monthly progress reports on the status of all the Task Authorizations to: (i) the Project Authority and (ii) the PWGSC Contracting Authority.

21. At Article 7.1 Basis of Payment, subsection (b)

Delete:

(as per 9601-4)

Insert:

(as per 4003)

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

22. At Article 7.2 Pricing Stability

Add:

- (d) For the option years nine (9) and ten (10), for which prices were not defined at Contract award, the Contractor agrees to provide Canada with reasonable annual rates.
- (e) The prices shall not increase by more than the lesser of:
 - (i) An annual increase of three percent (3%); and
 - (ii) An amount agreed upon by both parties.

23. At Article 7.4 Limitation of Expenditure

Delete:

In its' entirety.

Insert:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$7,973,095.28
Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 028

Buyer ID – Id de l'acheteur
 002 xs

Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50
Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28.	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	<p>Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4.</p> <p>Funding provided for professional services on as and when requested basis for TA activities. (\$700,000.00 + appl taxes at \$104,825.00)</p> <p>The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)</p>	\$583,499.00	\$87,378.97	\$670,877.97
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 + Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	<p>1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00)</p> <p>2. Increase Funding by \$129,110.46 (plus applicable taxes at \$19,334.29) to exercise option #6 to extend the Contract from</p>	\$1,529,110.46	\$228,984.29	\$1,758,094.75

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

	November 1, 2016 up to and including October 31, 2017			
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1, 2017 up to and including October 31, 2018	\$132,983.78	\$19,914.32	\$152,898.10
Amendment 026	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$1,017,784.00 + applicable taxes at \$152,413.15).</p> <p>Contract Amendments 020, 023 and 026 increased Task Authorization funding in the Contract by the amount of \$3,582,152.15 (\$3,117,784.00 + applicable taxes at \$464,368.15).</p> <p>Task Authorizations 35 A002, 36 A002, 37 A003, 38 A001 and 40 have been issued in the amount of \$1,891,629.92 (\$1,645,253.25 + applicable taxes at \$246,376.67).</p> <p>Task Authorization 39 (including amendments 001-003) - The</p>	\$1,017,784.00	\$152,413.15	\$1,170,197.15

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

	<p>funding for this TA (\$842,664.64 + applicable taxes of \$126,189.03 = \$968,853.67) will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining after TA 39 \$629,866.11 + applicable taxes \$91,802.45 = \$721,668.56).</p>			
Amendment 027	<p>1. Software Maintenance and Support for Option 7</p> <ul style="list-style-type: none"> - Increase the Funding for Software Maintenance by \$104,826.13 (\$91,172.98 + applicable taxes at \$13,653.15); and - Increase the Funding for Support Services by \$19,507.34 (\$16,966.59 + applicable taxes at \$2,540.75). <p>2. Software Maintenance and Support for Option 8</p> <ul style="list-style-type: none"> - Exercise Option Period 8 to extend the Contract from November 1, 2018 up to and including October 31, 2019. - Increase the Funding for Software Maintenance by \$213,848.97 (\$185,996.06 + applicable taxes at \$27,852.91); and Increase the Funding for Support Services by \$39,795.65 (\$34,612.44 + applicable taxes at \$5,183.21). 	\$328,748.07	\$49,230.02	\$377,978.09
Amendment 028	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 9</p>	\$668,204.00	\$100,063.56	\$768,267.56

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

	<ul style="list-style-type: none"> - Exercise Option Period 9 to extend the Contract from November 1, 2019 up to and including October 31, 2020. - Increase the Funding for Software Maintenance by \$340,577.80 (\$296,219.00 + applicable taxes at \$44,358.80); and Increase the Funding for Support Services by \$25,277.25 (\$21,985.00 + applicable taxes at \$3,292.26) <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA activities (\$50,000.00 + applicable taxes at \$7,487.50).</p> <p>Task Authorizations Task Authorizations 41, 42, 43 and 44 have been issued in the amount of \$178,702.57 (\$155,425.29 + applicable taxes at \$23,277.28). The funding for these TAs will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining \$474,440.82 + applicable taxes \$68,525.17 = \$542,965.99).</p>			
Total		\$7,973,095.28	\$879,855.95	\$8,852,951.23

24. At Article 7.6 Limitation of Expenditure

Delete:

Notwithstanding Subsection 3 of the Termination for Convenience provisions contained at Article 10 of 9601-5

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 028

Buyer ID – Id de l'acheteur
 002 xs

Insert:

Notwithstanding Subsection 2 of the Termination for Convenience provisions contained in Article 30 of 2035

25. At Article 11 Intellectual Property Right Infringement

Delete:

Section 23, (Royalties and Infringement) of 9601, is hereby amended by replacing the section in its entirety by the following:

Insert:

Section 25, (Intellectual Property Infringement and Royalties) of 2035, is hereby amended by replacing the section in its entirety by the following:

26. At Article 15.2 Intellectual Property Rights in Foreground Information

Delete:

9601-7

Insert:

4007

27. At Annex “A” – Basis of Payment Tables, insert the following Tables for Option Periods 9 - 12

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Maintenance of the Licensed Software – Option Year 9	\$296,219.00
2	Annual fee for Maintenance of the Licensed Software – Option Year 10 (if required)	\$213,485.00

s.20(1)(b)

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
028

Buyer ID – Id de l'acheteur
002 xs

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Support Services for the Licensed Software – Option Year 9	\$21,985.00
2	Annual fee for Support Services for the Licensed Software – Option Year 10	\$22,490.00

Table 14 – PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN “AS AND WHEN REQUESTED BASIS”		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE
		For Option Year 9
1	Senior Technology Architect (Software Architect)	
2	Senior Technology Architect (Hardware Architect)	
3	Senior Business Transformation Architect	
4	Senior System Analyst	
5	Trainer	
6	Tester	
7	Technical Writer	

Where after hours on-site support is required and approved in accordance with Section 1.4 (c) of the contract, the Contractor will be paid in accordance with the per diem rates under Table 14 of Annex A of the Basis of Payment.

Costs associated with these services shall not exceed the following amounts per contract year:

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 028

Buyer ID – Id de l'acheteur
 002 xs

Table 15 – Maximum Annual Cost for After Hours On-Site Support		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 9
1	Annual maximum cost for After Hours On-Site Support	\$50,000.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
 Mainframe & Business Software Procurement
 Division / Div des achats des ordi principaux et des
 logiciels de gestion
 11 Laurier St. / 11, rue Laurier
 4C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.
 Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment.

Le fournisseur/entrepreneur accepte la présente modification/en accuse réception

Ian Shaw, President, Identity and Payment Systems
 Signature Date 2020-10-26
 Name, title of person authorized to sign (type or print)
 Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
 Prière de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
 18 Auriga Drive
 Ottawa
 Ontario
 K2E7T9
 Canada
 Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 029
Client Reference No. - N° de référence du client 08317-070010	Date 2020-10-23
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Attention: Céline Renaud Citoyenneté et Immigration Canada 70 rue Crémazie Gatineau Québec K1A 0G3 Citizenship and Immigration Canada 70 Crémazie Street Gatineau Quebec K1A1L1	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$673,724.76	
Revised estimated cost Coût révisé estimatif \$9,526,675.99	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre Hradecky, Michael Digitally signed by Hradecky, Michael Date: 2020.10.23 10:48:16 -0400	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #028 IS RAISED FOR THE FOLLOWING:

- 1) To add one (1) additional option year to the contract;
- 2) To exercise the tenth (10th) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
- 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment;
- 4) To amend the Basis of Payment to add rates for Option Year 10.

1. At Article 4.1 – Period of the Contract:

Insert:

(a)(ix)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2020 up to and including October 31, 2021.

2. At Article 4.3 – Options to Extend the Contract Period, subsection iv):

Delete:

In its' entirety.

Insert:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. At Article 7.4 Limitation of Expenditure

Delete:

In its' entirety.

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

Insert:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$7,973,095.28
Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
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Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
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Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
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Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
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Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
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Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

	remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)			
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 +Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00) 2. Increase Funding by \$129,110.46 (plus applicable taxes at \$19,334.29) to exercise option #6 to extend the Contract from November 1, 2016 up to and including October 31, 2017	\$1,529,110.46	\$228,984.29	\$1,758,094.75
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1,	\$132,983.78	\$19,914.32	\$152,898.10

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

	2017 up to and including October 31, 2018			
Amendment 026	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$1,017,784.00 + applicable taxes at \$152,413.15).</p> <p>Contract Amendments 020, 023 and 026 increased Task Authorization funding in the Contract by the amount of \$3,582,152.15 (\$3,117,784.00 + applicable taxes at \$464,368.15).</p> <p>Task Authorizations 35 A002, 36 A002, 37 A003, 38 A001 and 40 have been issued in the amount of \$1,891,629.92 (\$1,645,253.25 + applicable taxes at \$246,376.67).</p> <p>Task Authorization 39 (including amendments 001-003) - The funding for this TA (\$842,664.64 + applicable taxes of \$126,189.03 = \$968,853.67) will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining after TA 39 \$629,866.11 + applicable taxes \$91,802.45 = \$721,668.56).</p>	\$1,017,784.00	\$152,413.15	\$1,170,197.15
Amendment 027	<p>1. Software Maintenance and Support for Option 7</p> <ul style="list-style-type: none"> - Increase the Funding for Software Maintenance by \$104,826.13 (\$91,172.98 + applicable taxes at \$13,653.15); and - Increase the Funding for Support Services by \$19,507.34 (\$16,966.59 + applicable taxes at \$2,540.75). 	\$328,748.07	\$49,230.02	\$377,978.09

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

	<p>2. Software Maintenance and Support for Option 8</p> <ul style="list-style-type: none"> - Exercise Option Period 8 to extend the Contract from November 1, 2018 up to and including October 31, 2019. - Increase the Funding for Software Maintenance by \$213,848.97 (\$185,996.06 + applicable taxes at \$27,852.91); and Increase the Funding for Support Services by \$39,795.65 (\$34,612.44 + applicable taxes at \$5,183.21). 			
Amendment 028	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 9</p> <ul style="list-style-type: none"> - Exercise Option Period 9 to extend the Contract from November 1, 2019 up to and including October 31, 2020. - Increase the Funding for Software Maintenance by \$340,577.80 (\$296,219.00 + applicable taxes at \$44,358.80); and Increase the Funding for Support Services by \$25,277.25 (\$21,985.00 + applicable taxes at \$3,292.26) <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA</p>	\$668,204.00	\$100,063.56	\$768,267.56

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

	<p>activities (\$50,000.00 + applicable taxes at \$7,487.50).</p> <p>Task Authorizations Task Authorizations 41, 42, 43 and 44 have been issued in the amount of \$178,702.57 (\$155,425.29 + applicable taxes at \$23,277.28). The funding for these TAs will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining \$474,440.82 + applicable taxes \$68,525.17 = \$542,965.99).</p>			
Amendment 029	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 10</p> <ul style="list-style-type: none"> - Exercise Option Period 9 to extend the Contract from November 1, 2020 up to and including October 31, 2021. - Increase the Funding for Software Maintenance by \$245,454.38 (\$213,485.00 + applicable taxes at \$31,969.38); and Increase the Funding for Support Services by \$25,857.26 (\$22,490.00 + applicable taxes at \$3,367.88 <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA activities (\$50,000.00 + applicable taxes at \$7,487.50).</p> <p>Task Authorizations</p>	\$585,975.00	\$87,749.76	\$673,724.76

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

	Task Authorization 45 has been issued in the amount of \$123,841.63 (\$107,711.09 + applicable taxes at \$16,129.74). The funding for this TA will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining \$666,729.73 + applicable taxes \$97,319.63 = \$764,049.36).			
Total		\$8,559,070.28	\$967,605.71	\$9,526,675.99

4. At Annex “A” – Basis of Payment Tables, Tables for Option Periods 9 – 12:

Delete:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Maintenance of the Licensed Software – Option Year 9	\$296,219.00
2	Annual fee for Maintenance of the Licensed Software – Option Year 10 (if required)	\$213,485.00

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Support Services for the Licensed Software – Option Year 9	\$21,985.00

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

2	Annual fee for Support Services for the Licensed Software – Option Year 10	\$22,490.00
---	--	-------------

Insert:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Maintenance of the Licensed Software – Option Year 9	\$296,219.00
2	Annual fee for Maintenance of the Licensed Software – Option Year 10	\$213,485.00
3	Annual fee for Maintenance of the Licensed Software – Option Year 11 (if required)	\$193,126.00

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Support Services for the Licensed Software – Option Year 9	\$21,985.00
2	Annual fee for Support Services for the Licensed Software – Option Year 10	\$22,490.00
3	Annual fee for Support Services for the Licensed Software – Option Year 11 (if required)	\$23,008.00

Table 14 – PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN "AS AND WHEN REQUESTED BASIS"		
ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE
		For Option Year 10

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
029

Buyer ID – Id de l'acheteur
002 xs

1	Senior Technology Architect (Software Architect)	
2	Senior Technology Architect (Hardware Architect)	
3	Senior Business Transformation Architect	
4	Senior System Analyst	
5	Trainer	
6	Tester	
7	Technical Writer	

Table 15 – Maximum Annual Cost for After Hours On-Site Support		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 10
1	Annual maximum cost for After Hours On-Site Support	\$50,000.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Public Works and
Government Services
Canada

Travaux publics et
Services gouvernementaux
Canada

Purchasing Office - Bureau des achats:
Mainframe & Business Software Procurement
Division / Div des achats des ordi principaux et des
logiciels de gestion
11 Laurier St / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

CONTRACT AMENDMENT MODIFICATION AU CONTRAT

The referenced document is hereby amended: unless otherwise indicated, all other terms and conditions of the contract remain the same.

Ce document est par la présente modifié: sauf indication contraire, les modalités du contrat demeurent les mêmes.

The Vendor/Firm hereby accepts/acknowledges this amendment. Canadian Bank Note Company
Le fournisseur/entrepreneur accepte la présente modification/en accuse réception.

Ian Shaw, President Identity and Payment Systems

Signature _____ Date 14/10/2021
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Return signed copy forthwith
Prêt de retourner une copie dûment signée immédiatement

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Canadian Bank Note Company, Limited
18 Auriga Drive
Ottawa
Ontario
K2E7T9
Canada
Operating as: CBN

Title - Sujet FACIAL RECOGNITION SOLUTION	
Contract No. - N° du contrat 08317-070010/001/EEM	Amendment No. - N° Modif 030
Client Reference No. - N° de référence du client 08317-070010	Date 2021-10-08
Requisition Reference No. - N° de la demande 08317-070010	
File No. - N° de dossier 002xs.08317-070010	CCC No./N° CCC - FMS No./N° VME
Financial Codes Code(s) financier(s)	GST/HST TPS/TVH
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH See Herein - Voir ci-inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Immigration, Refugees and Citizenship Canada ITAM # Software Division IRCC.ITSDITAMSoftwareLogicielsGATISDTI.IRCC2@cic.gc.ca	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: Immigration, Refugees and Citizenship Canada 365 Laurier Avenue West Ottawa Ontario K1A 1L1 IRCC.ITopsFinanceAdminAgentsFinancierOpsTI.IRCC@cic.gc.ca	
Address Enquiries to: - Adresser toutes questions à: Michael Hradecky	Buyer Id - Id de l'acheteur 002xs
Telephone No. - N° de téléphone (819) 420-2212 ()	FAX No. - N° de FAX () -
Increase (Decrease) - Augmentation (Diminution) \$650,912.57	
Revised estimated cost Coût révisé estimatif \$10,177,588.56	Currency Type - Genre de devise CAD
For the Minister - Pour le Ministre Hradecky, Michael Digitally signed by Hradecky, Michael Date: 2021.10.08 10:17:20 -04'00'	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

CONTRACT AMENDMENT #028 IS RAISED FOR THE FOLLOWING:

- 1) To add one (1) additional option year to the contract;
 - 2) To exercise the eleventh (11th) option year to extend the contract and renew software maintenance and support services as per articles 4.1 and 4.3;
 - 3) To increase the Limitation of Expenditure under the Contract to include the extension to the maintenance and support period as requested through this Contract Amendment;
 - 4) To amend the Basis of Payment to add rates for Option Year 11.
-

1. At Article 4.1 – Period of the Contract:

Insert:

(a)(ix)

The Software Maintenance and Support Services shall be extended for one (1) year starting November 1, 2021 up to and including October 31, 2022.

2. At Article 4.3 – Options to Extend the Contract Period, subsection iv):

Delete:

In its' entirety.

Insert:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. At Article 7.4 Limitation of Expenditure

Delete:

In its' entirety.

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

Insert:

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$9,125,204.00
Customs duties and Applicable Taxes are extra.

Contract Document	ITEM	ESTIMATED EXPENDITURE	ESTIMATED TAXES	ESTIMATED TOTAL EXPENDITURE
Contract	Software, Warranty and Year 1 of Maintenance Services and Support Services	\$1,636,740.00	\$81,837.00	\$1,718,577.00
Amendment 001	Task Authorization 1 to 15	\$734,550.00	\$36,727.50	\$771,277.50
Amendment 002	Task Authorization 16 & 17	\$28,550.00	\$1,427.50	\$29,977.50
Amendment 003	Task Authorization 18	\$32,925.00	\$1,646.25	\$34,571.25
Amendment 004	Task Authorization 19	\$9,400.00	\$470.00	\$9,870.00
Amendment 005	Task Authorization 20	\$25,150.00	\$1,257.50	\$26,157.50
Amendment 006	Task Authorization 21 and 16	\$14,100.00	\$705.00	\$14,805.00
Amendment 007	Task Authorization 13	\$3,500.00	\$175.00	\$3,675.00
Amendment 008	Task Authorization 20 Extend TA Only	\$0.00	\$0.00	\$0.00
Amendment 009	Task Authorization 22 and 23	\$7,600.00	\$380.00	\$7,980.00
Amendment 010	Task Authorization 24 Software Maintenance and Support Services For Year 2 Starting November 1, 2010 to October 31, 2011	\$292,404.00	\$14,620.20	\$307,024.20
Amendment 011	Task Authorization 25	\$15,350.00	\$767.50	\$16,117.50

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

Amendment 012	Task Authorization 26	\$19,900.00	\$995.00	\$20,895.00
Amendment 013	Task Authorization 27	\$19,650.00	\$982.50	\$20,632.50
Amendment 014	Task Authorization 28	\$57,400.00	\$2,870.00	\$60,270.00
Amendment 015	Software Maintenance and Support Services for Option Year 1 Starting November 1, 2011 to October 31, 2012. Extend end date for TA 25 and TA 27 and 28.	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 016	Task Authorization 29	\$5,900.00	\$295.00	\$6,195.00
Amendment 017	Software Maintenance and Support Services for Option Year 2	\$121,699.00	\$6,084.95	\$127,783.95
Amendment 018	Software Maintenance and Support Services for Option Year 3 Task Authorization 30	\$126,899.00	\$19,003.13	\$145,902.13
Amendment 019	Task Authorization 31, 32, 33, 34.	\$75,800.00	\$11,351.05	\$87,151.05
Amendment 020	Software Maintenance (\$102,605.00 + Appl. Taxes at \$15,365.10) and Support Services (\$19,094.00 + appl taxes at \$2,859.32) for Option Year 4. Funding provided for professional services on as and when requested basis for TA activities. (\$700,000.00 + appl taxes at \$104,825.00) The funding for amendment 21 - TA #36 will be subtracted from the funding provided in amendment #20 for subsequent TA's (amount	\$583,499.00	\$87,378.97	\$670,877.97

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

	remaining \$461,800.00 + applicable taxes \$69,154.55 = \$530,954.55)			
Amendment 021	Task Authorization 36	\$238,200.00	\$35,670.45	\$273,870.45
Amendment 022	Software Maintenance (\$105,683.15 +Appl. Taxes at \$15,826.05) and Support Services (\$19,666.82 + Appl. Taxes at \$2,945.10) for Option Year 5	\$125,349.97	\$18,771.15	\$144,121.12
Amendment 023	1. Funding provided for professional services on as and when requested basis for TA activities. (\$1,400,000.00 + appl taxes at \$207,130.00) 2. Increase Funding by \$129,110.46 (plus applicable taxes at \$19,334.29) to exercise option #6 to extend the Contract from November 1, 2016 up to and including October 31, 2017	\$1,529,110.46	\$228,984.29	\$1,758,094.75
Amendment 024	Task Authorization 37 A001 - The funding for this TA (\$1,167,647.44 + applicable taxes of \$174,855.20 = \$1,342,502.64) will be subtracted from the balance remaining from the funding provided in amendments 020 and 023 for subsequent TA's (amount remaining \$694,152.56 + applicable taxes \$101,429.35 = \$795,581.91).	\$0.00	\$0.00	\$0.00
Amendment 025	Software Maintenance Increase the Funding by \$152,898.10 (\$112,119.25 + applicable taxes at \$16,789.85) and Support Services (\$20,864.53 + applicable taxes at \$3,124.47) to exercise Option Period 7 to extend the Contract from November 1,	\$132,983.78	\$19,914.32	\$152,898.10

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

	2017 up to and including October 31, 2018			
Amendment 026	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$1,017,784.00 + applicable taxes at \$152,413.15).</p> <p>Contract Amendments 020, 023 and 026 increased Task Authorization funding in the Contract by the amount of \$3,582,152.15 (\$3,117,784.00 + applicable taxes at \$464,368.15).</p> <p>Task Authorizations 35 A002, 36 A002, 37 A003, 38 A001 and 40 have been issued in the amount of \$1,891,629.92 (\$1,645,253.25 + applicable taxes at \$246,376.67).</p> <p>Task Authorization 39 (including amendments 001-003) - The funding for this TA (\$842,664.64 + applicable taxes of \$126,189.03 = \$968,853.67) will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining after TA 39 \$629,866.11 + applicable taxes \$91,802.45 = \$721,668.56).</p>	\$1,017,784.00	\$152,413.15	\$1,170,197.15
Amendment 027	<p>1. Software Maintenance and Support for Option 7</p> <ul style="list-style-type: none"> - Increase the Funding for Software Maintenance by \$104,826.13 (\$91,172.98 + applicable taxes at \$13,653.15); and - Increase the Funding for Support Services by \$19,507.34 (\$16,966.59 + applicable taxes at \$2,540.75). 	\$328,748.07	\$49,230.02	\$377,978.09

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

	<p>2. Software Maintenance and Support for Option 8</p> <ul style="list-style-type: none"> - Exercise Option Period 8 to extend the Contract from November 1, 2018 up to and including October 31, 2019. - Increase the Funding for Software Maintenance by \$213,848.97 (\$185,996.06 + applicable taxes at \$27,852.91); and Increase the Funding for Support Services by \$39,795.65 (\$34,612.44 + applicable taxes at \$5,183.21). 			
Amendment 028	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 9</p> <ul style="list-style-type: none"> - Exercise Option Period 9 to extend the Contract from November 1, 2019 up to and including October 31, 2020. - Increase the Funding for Software Maintenance by \$340,577.80 (\$296,219.00 + applicable taxes at \$44,358.80); and Increase the Funding for Support Services by \$25,277.25 (\$21,985.00 + applicable taxes at \$3,292.26) <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA</p>	\$668,204.00	\$100,063.56	\$768,267.56

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

	<p>activities (\$50,000.00 + applicable taxes at \$7,487.50).</p> <p>Task Authorizations Task Authorizations 41, 42, 43 and 44 have been issued in the amount of \$178,702.57 (\$155,425.29 + applicable taxes at \$23,277.28). The funding for these TAs will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining \$474,440.82 + applicable taxes \$68,525.17 = \$542,965.99).</p>			
Amendment 029	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 10</p> <ul style="list-style-type: none"> - Exercise Option Period 9 to extend the Contract from November 1, 2020 up to and including October 31, 2021. - Increase the Funding for Software Maintenance by \$245,454.38 (\$213,485.00 + applicable taxes at \$31,969.38); and Increase the Funding for Support Services by \$25,857.26 (\$22,490.00 + applicable taxes at \$3,367.88) <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA activities (\$50,000.00 + applicable taxes at \$7,487.50).</p> <p>Task Authorizations</p>	\$585,975.00	\$87,749.76	\$673,724.76

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

	<p>Task Authorization 45 has been issued in the amount of \$123,841.63 (\$107,711.09 + applicable taxes at \$16,129.74). The funding for this TA will be subtracted from the balance of remaining Task Authorization funding. (Amount of Task Authorization remaining \$666,729.73 + applicable taxes \$97,319.63 = \$764,049.36).</p>			
Amendment 030	<p>1. Funding provided for professional services on as and when requested basis for TA activities (\$300,000 + applicable taxes at \$44,925.00).</p> <p>2. Software Maintenance and Support for Option 11</p> <ul style="list-style-type: none"> - Exercise Option Period 11 to extend the Contract from November 1, 2021 up to and including October 31, 2022. - Increase the Funding for Software Maintenance by \$220,046.62 (\$193,126.00 + applicable taxes at \$28,920.62); and Increase the Funding for Support Services by \$26,453.45 (\$23,008.00 + applicable taxes at \$3,445.45) <p>3. After Hours On-Site Support</p> <p>Funding provided for After Hours On-Site Support services on as and when requested basis for TA activities (\$50,000.00 + applicable taxes at \$7,487.50).</p>	\$566,134.00	\$84,778.57	\$650,912.57
Total		\$9,125,204.00	\$1,052,384.56	\$10,177,588.56

Contract No. – N° du Contrat
 08317-070010/001/eem

Amd. No. – N° de la modif
 030

Buyer ID – Id de l'acheteur
 002 xs

4. At Annex "A" – Basis of Payment Tables, Tables for Option Periods 9 – 12:

Delete:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Maintenance of the Licensed Software – Option Year 9	\$296,219.00
2	Annual fee for Maintenance of the Licensed Software – Option Year 10	\$213,485.00
3	Annual fee for Maintenance of the Licensed Software – Option Year 11 (if required)	\$193,126.00

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Support Services for the Licensed Software – Option Year 9	\$21,985.00
2	Annual fee for Support Services for the Licensed Software – Option Year 10	\$22,490.00
3	Annual fee for Support Services for the Licensed Software – Option Year 11 (if required)	\$23,008.00

Insert:

Table 2A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE		
ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Maintenance of the Licensed Software – Option Year 9	\$296,219.00

Contract No. – N° du Contrat
 08317-070010/001/eem

 Amd. No. – N° de la modif
 030

 Buyer ID – Id de l'acheteur
 002 xs

2	Annual fee for Maintenance of the Licensed Software – Option Year 10	\$213,485.00
3	Annual fee for Maintenance of the Licensed Software – Option Year 11	\$193,126.00
4	Annual fee for Maintenance of the Licensed Software – Option Year 12 (if required)	\$197,567.00

Table 3A – OPTION FOR MAINTENANCE SERVICES FOR THE LICENSED SOFTWARE

ITEM NO.	DESCRIPTION	FIRM PRICE
1	Annual fee for Support Services for the Licensed Software – Option Year 9	\$21,985.00
2	Annual fee for Support Services for the Licensed Software – Option Year 10	\$22,490.00
3	Annual fee for Support Services for the Licensed Software – Option Year 11	\$23,008.00
4	Annual fee for Support Services for the Licensed Software – Option Year 12 (if required)	\$23,537.00

Table 14 – PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN “AS AND WHEN REQUESTED BASIS”

ITEM NO.	DESCRIPTION	CEILING PER DIEM RATE
		For Option Year 11
1	Senior Technology Architect (Software Architect)	
2	Senior Technology Architect (Hardware Architect)	
3	Senior Business Transformation Architect	
4	Senior System Analyst	
5	Trainer	

Contract No. – N° du Contrat
08317-070010/001/eem

Amd. No. – N° de la modif
030

Buyer ID – Id de l'acheteur
002 xs

6	Tester	
7	Technical Writer	

Table 15 – Maximum Annual Cost for After Hours On-Site Support		
ITEM NO.	DESCRIPTION	FIRM PRICE For Option Year 11
1	Annual maximum cost for After Hours On-Site Support	\$50,000.00

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME



Purchasing Office - Bureau des achats:

Business Operations Support Systems
Division/Systèmes de soutien des activités
opérationnelles
Terrasses de la Chaudière 4th Floor
10 Wellington Street
Gatineau
Quebec
K1A 0S5

CONTRACT - CONTRAT

Comments - Commentaires

This Contract contains a Security Requirement

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Canadian Bank Note Company, Limited
18 Auriga Drive
Ottawa
Ontario
K2E7T9
Canada
Operating as: CBN

Title - Sujet Facial Recognition Maintenance	
Contract No. - N° du contrat B7059-180321/001/XS	Date 2022-10-28
Client Reference No. - N° de référence du client B7059-180321	
Requisition No. - N° de la demande B7059-180321	
File No. - N° de dossier 002xs.B7059-180321	CCC No./N° CCC - FMS No./N° VME
Financial Code(s) Code(s) financier(s) 0051-5503-6994-55802-7059-40959 GST/HST <input type="checkbox"/> <input checked="" type="checkbox"/>	
F.O.B. - F.A.B. Destination	
GST/HST - TPS/TVH	Duty - Droits
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CITIZENSHIP AND IMMIGRATION 70 CREMAZIE ST GATINEAU Quebec K1A1L1 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à: DEPARTMENT OF CITIZENSHIP AND IMMIGRATION 70 CREMAZIE ST GATINEAU Quebec K1A1L1 Canada	
Address Enquiries to: - Adresser toutes questions à: Hradecky, Michael	
Buyer Id - Id de l'acheteur 002xs	
Telephone No. - N° de téléphone (613) 408-4180 ()	FAX No. - N° de FAX () -
Total Estimated Cost - Coût total estimatif \$3,616,000.00	Currency Type - Devise CAD
For the Minister - Pour le Ministre Hradecky, Michael Digitally signed by Hradecky, Michael Date: 2022.10.28 12:44:20 -04'00'	

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

CONTRACT CLAUSES

1.1 Security Requirements

The following security requirements apply and form part of the Contract.

1.1.1 Security Requirement for Canadian Suppliers

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, and obtain approved Document Safeguarding Capability at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets, or sensitive site(s) **must be permanent residents of Canada or citizens of a NATO member country, Australia or New Zealand** and must EACH hold a valid personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror **MUST NOT** utilize its facilities to process, produce, or store CLASSIFIED/PROTECTED information or assets until the CSP, PWGSC has issued written approval.
4. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce, or store any sensitive CLASSIFIED/PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.
6. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C; and
 - (b) *Contract Security Manual* (Latest Edition).

1.1.2 Security Requirement for Foreign Suppliers

All **CANADA PROTECTED / CLASSIFIED SECRET** information/assets, furnished to the Foreign recipient **Contractor / Subcontractor** or produced by the Foreign recipient **Contractor / Subcontractor**, shall be safeguarded as follows:

1. CANADA PROTECTED and CLASSIFIED information/assets must be released only to foreign recipient Contractor personnel who have a need to know for the performance of the Contract, must be a citizen of NATO and 5 Eyes Citizens, and / or a Canadian citizen and/ or a Permanent Resident of Canada, and must each hold a valid personnel security screening at the level of Secret, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the National legislation, regulations and policies of their country.
2. All CANADA PROTECTED and CLASSIFIED information/assets, furnished to the Foreign recipient Contractor or produced by the Foreign recipient Contractor, shall be safeguarded as follows:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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3. All CANADA PROTECTED and CLASSIFIED information/assets provided or generated under this Contract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract, in accordance with the National legislation, regulations and policies of their country.
 4. The Foreign recipient Contractor shall provide the CANADA PROTECTED and CLASSIFIED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National legislation, regulations and policies of, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of their country.
 5. All CANADA PROTECTED and CLASSIFIED information/assets provided to the Foreign recipient Contractor pursuant to this Contract by the Government of Canada, shall be marked by the Foreign recipient Contractor with the equivalent security classification utilized by their country and in accordance with the National legislation, regulations and policies of their country.
 6. The Foreign recipient Contractor shall, at all times during the performance of this Contract, ensure the transfer of CANADA PROTECTED and CLASSIFIED information/assets be facilitated in accordance with the National legislation, regulations and policies of their country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between their country and Canada.
 7. Upon completion of the work, the Foreign recipient Contractor shall return to the Government of Canada, via government-to-government channels, all CANADA PROTECTED and CLASSIFIED information/assets furnished or produced pursuant to this Contract, including all CANADA PROTECTED and CLASSIFIED information/assets released to and/or produced by its subcontractors, unless otherwise authorized in writing by the Canadian DSA.
 8. The Foreign recipient Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent Foreign recipient Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an Owner, Officer, Director, Executive, and/or partner who occupies a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
 9. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of {their respective National Security Authority (NSA) or Designated Security Authority (DSA)}, in accordance with the National legislation, regulations and policies of the their country / the Canadian DSA.
 10. The Foreign recipient Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store on a computer system any CANADA PROTECTED and CLASSIFIED information/assets until the National Security Authority (NSA) or Designated Security Authority (DSA) of their country has granted approval to do so. After approval has been granted in writing to the Foreign recipient Contractor, these tasks may be performed up to the level of Protected B and Secret.
 11. The Foreign recipient Contractor shall not use the CANADA PROTECTED and CLASSIFIED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
 12. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit for approval a Request for Visit form to Canada's Designated Security

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).

13. The Foreign recipient Contractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED and CLASSIFIED information/assets pursuant to this Contract has been compromised.
14. The Foreign recipient Contractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA PROTECTED and CLASSIFIED information/assets accessed by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.
15. The Foreign recipient Contractor shall not disclose CANADA PROTECTED and CLASSIFIED Information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.
16. The Foreign recipient Contractor shall comply with the provisions of the International bilateral industrial security instrument between their country and Canada, in relation to equivalencies.
17. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.
18. The Foreign recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National legislation, regulations and policies of their country , and in accordance with the provisions of the International bilateral industrial security instrument between their country and Canada, in relation to the equivalencies of CANADA PROTECTED and CLASSIFIED information/assets.

1.1.3 Contractor's Sites or Premises Requiring Safeguarding Measures

- 1.1.3.1** Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

145 Richmond Road,
Ottawa, Ontario
K1Z 1A1
Canada

18 Auriga Drive,
Ottawa, Ontario,
K2E 7T9
Canada

2934 Baseline Road,
Ottawa, Ontario
K2H 1B2
Canada

- 1.1.3.2** The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

1.2 Supply Chain Integrity Process

1.2.1 Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- "Product" means any **Information and Communication Technology (ICIT)** hardware, software, and managed service that could impact the confidentiality, integrity and availability of the service or Canada's data which may include non-ICT components such as secure paper.
- "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the Contractor or any subcontractor as a result of performing the Work.
- "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting Contract.

1.2.2 On-going Supply Chain Integrity Process

1.2.2.1 Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- i. a Product List;
- ii. a list of Subcontractors and Managed Service Providers;
- iii. a list of Subcontractors, Managed Service Providers and Suppliers;
- iv. Network Diagram(s); and
- v. List of Essential Suppliers.

This SCSI is included as Annex E: Supply Chain Security Information. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

1.2.3 Assessment of New SCSI: During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex E: Supply Chain Security Information. In that regard:

- 1.2.3.1 The Contractor, starting at Contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the ICT Product List must be accompanied with revised Network Diagram(s) when applicable.
- 1.2.3.2 The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

1.2.3.3 Canada reserves the right to conduct a complete, independent security assessment of all new SCSl. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

1.2.3.4 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSl.

1.2.4 Identification of New Security Vulnerabilities in SCSl already assessed by Canada:

1.2.4.1 The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

1.2.4.2 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

1.2.5 Addressing Security Concerns:

1.2.5.1 If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

1.2.5.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

1.2.5.2.1 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;

1.2.5.2.2 if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and

1.2.5.2.3 implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

1.2.5.3 Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1.2.6 Cost Implications:

- 1.2.6.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
- 1.2.6.1.1 with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
 - 1.2.6.1.2 with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - 1.2.6.1.3 evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - 1.2.6.1.4 the normal useful life of the Product;
 - 1.2.6.1.5 any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - 1.2.6.1.6 the normal useful life of the proposed replacement Product;
 - 1.2.6.1.7 the time remaining in the Contract Period;
 - 1.2.6.1.8 whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - 1.2.6.1.9 whether or not the Product being replaced can be redeployed to other customers;
 - 1.2.6.1.10 any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - 1.2.6.1.11 any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - 1.2.6.1.12 the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- 1.2.6.2 Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any Work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the Work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- 1.2.6.3 Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its

subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

1.2.7 General:

- 1.2.7.1 The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- 1.2.7.2 The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the Work.
- 1.2.7.3 Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- 1.2.7.4 If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its Contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030, Subsection 9(3).
- 1.2.7.5 Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

1.2.8 Subcontracting

- 1.2.8.1 Notwithstanding the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
 - 1.2.8.1.1 the name of the subcontractor;
 - 1.2.8.1.2 the portion of the Work to be performed by the subcontractor;
 - 1.2.8.1.3 the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
 - 1.2.8.1.4 the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
 - 1.2.8.1.5 completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion; and
 - 1.2.8.1.6 any other information required by the Contracting Authority.
- 1.2.8.2 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

1.2.9 Change of Control

- 1.2.9.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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- 1.2.9.1.1 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
- 1.2.9.1.1.1 they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
- 1.2.9.1.1.2 the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- 1.2.9.1.1.3 the entities otherwise do not deal with one another at arm’s length, or *each of them does not deal at arm’s length with the same third party*.
- 1.2.9.1.2 a list of all the Contractor’s shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation’s shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
- 1.2.9.1.3 a list of all the Contractor’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
- 1.2.9.1.4 any other information related to ownership and control that may be requested by Canada.
- If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.
- 1.2.9.2 The Contractor must notify the Contracting Authority in writing of:
- 1.2.9.2.1 any change of control in the Contractor itself;
- 1.2.9.2.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- 1.2.9.2.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- The Contractor must provide this notice by no later than 10 Federal Government Working Days (FGWDs) after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- 1.2.9.3 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

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- 1.2.9.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 1.2.9.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- 1.2.9.6 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 1.2.9.7 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

1.3 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Requirements at Annex "A" and the Contractor's technical bid entitled Section I – Technical Bid, dated August 30, 2022.

1.4 Task Authorization (TA)

A portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

- 1.4.1 **Purpose of TA:** Services to be provided under the Contract on an as-and-when requested basis will be ordered by Canada using a Task Authorization (TA).
- 1.4.2 **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft statement of task will be prepared by the Technical Authority using the TA form at Annex D and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 Working days of the receipt of the request.

1.4.3 TA Approval Process

IRCC Procurement Authority Approval - Upon receipt, the IRCC Procurement Authority and the Technical Authority will review and evaluate the Contractor's TA quotation and may contact and/or meet with the Contractor to clarify the TA if required. Should the quotation be deemed unacceptable, the TA will be returned to the Contractor for rework with any deficiencies and/or corrections identified. If deemed acceptable by the IRCC Procurement Authority and the Technical Authority, the IRCC Procurement Authority will authorize the TA by obtaining the signature of the Technical Authority in Box 10.0 of the associated TA form and by signing Box 11.0 of the associated TA form and will forward a complete signed copy of the entire TA quotation to the Contracting Authority for review and approval.

Contracting Authority Approval - Upon receipt, the Contracting Authority will review and evaluate the Contractor's TA quotation and may contact and/or meet with the Technical Authority and/or the Contractor to clarify the TA if required. Should the quotation be deemed unacceptable, the TA will be returned to the Contractor, with a copy to the Technical Authority, for rework with any deficiencies and/or corrections identified. If the Contracting Authority approves the Contractor's task quotation, the Contracting Authority will issue the TA by signing Box 12.0 of the associated quotation TA form and forward a signed copy of the final TA form to both the Contractor and the IRCC Procurement Authority. Whether or not to approve or issue a TA is entirely within the discretion of the Contracting Authority.

There are no limitations to Canada's right to purchase or provide on an in-house basis, Work from any other source should Canada at its sole discretion, deem the Contractor's TA quotation to be unacceptable.

1.4.4 Contents of a TA: A Task Authorization will contain the following information, if applicable:

- (i) a task number;
- (ii) the details of any financial coding to be used;
- (iii) the number of resources in each category required;
- (iv) a brief statement of Work for the task outlining the activities to be performed and identifying any deliverables;
- (v) the interval during which the task is to be carried out (beginning and end dates); milestone dates for deliverables and payments (if applicable);
- (vi) the number of person-days of effort required;
- (vii) the specific Work location;
- (viii) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price, ceiling price or limitation of expenditure TA (and, for ceiling price or limitation of expenditure Task Authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually Worked on the project, by submitting time sheets filled in at the time of the Work by the individual resources to support the charges); and
- (ix) any other constraints that might affect the completion of the task.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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- 1.4.5 **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- 1.4.6 **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.
- 1.4.7 **TA Reporting:** The Contractor must provide the Technical Authority the following reporting with respect to all Task Authorizations:
- (i) Time Reporting in accordance with a mutually agreed to coding system (keyed to the TA number and type of activity), must be provided monthly by the Contractor.
 - (ii) Status Reporting for each TA weekly. At a minimum this includes a description of the accomplishments against the deliverables in the TA, funds remaining in the TA, estimates to complete each of the deliverables specified in the TA, description of issues related to the conduct of the Work, and staffing assignments. A written notice must be provided if TA actual expenditures will, or are likely to, reach the TA funding limit in the next reporting period.
- 1.4.8 Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual tasks performed by the Contractor.
- 1.4.9 **Establishing Task Authorization Pricing**
- (a) Where a TA is for an element of Work that has a pricing basis in the Basis of Payment, that basis will be used to arrive at a cost for the TA. Where a TA is for an element of Work that does not have a pricing basis in the Basis of Payment, the rate will be negotiated as and when required by the Contracting Authority in accordance with the terms and conditions of the Contract.
 - (b) If the total cost of the TA includes an estimate for travel and living expense (as specified on the TA form), the actual cost for travel and living expenses may exceed the estimate by a maximum of 10 percent without the prior written approval of the Technical Authority and the issuance of an amendment to the TA. Any increase in excess of 10 percent requires the written approval of the Technical Authority under an amended TA, to be issued with the Contracting Authority's prior written concurrence.

1.4.10 TA Pricing Basis

Depending on the nature of the Work, the following pricing basis, as approved by Canada, will apply to a TA:

- (a) **Firm Price:** Where the Work described for the TA is clearly defined, the Contractor's TA price proposal will contain a firm price for labour and any related costs. Where the final price for the Work appended to the TA is a firm price, the requirements of the Work shall be completed in accordance with the terms and conditions of the Contract and no additional funds will be made available.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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- (b) **Ceiling Price:** Where the Work described for the TA is clearly defined but may contain some variable elements, the Contractor's TA price proposal will contain a ceiling price for labour and for any other related costs. The ceiling price indicated will be subject to downward adjustment only so as not to exceed the actual charges and costs reasonably and properly incurred in the performance of the Work and computed in accordance with the Basis of Payment (GST/HST extra). The requirements of the Work shall be completed in accordance with the terms and conditions of the Contract, subject to the final ceiling price, and no additional funds will be made available.
- (c) **Limitation of Expenditure:** Where Work described for the TA is not clearly defined, the Contractor's TA price proposal will contain an estimated cost for labour, plus an estimated amount for any other related costs computed in accordance with the Basis of Payment, as applicable, as a limitation of expenditure pricing basis. If, during the execution of the task, it becomes apparent that the Work is greater than anticipated, the Contractor must provide the Technical Authority and the Contracting Authority with the justification for any anticipated cost overruns. Any increase in the limitation of expenditure for labour or expenses must be authorized by an amendment to the TA, in accordance with the authorization process described in Article 6.4.

If the Contractor does not notify the Technical Authority of any anticipated cost overruns before 75 percent of the estimated level of effort has been expended, the limitation of expenditure for labour, specified in the TA, will become a ceiling price and the requirements of the Work described for the TA shall be completed in accordance with the terms and conditions of the Contract, subject to the final ceiling price, and no additional funds will be made available.

1.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

1.5.1 General Conditions

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

1.5.2 Supplemental General Conditions

The following Supplemental General Conditions:

4001 (2015-04-01), - Hardware Purchase, Lease and Maintenance;

4002 (2010-08-16), Software Development or Modification Services;

4003 (2010-08-16), Licensed Software;

- (A) Section 2 (5) is hereby amended: The Contractor must provide the Software in both of the two official languages of Canada, English and French; and
- (B) The Contractor must provide a Canada Wide Entity license to Canada for all Licensed Programs. The terms "Licensed Programs" and "Entity License" are defined in Supplemental General Conditions 4003, dated 2010-08-16.

4004 (2013-04-25), Maintenance and Support Services for Licensed Software;

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information; and
4008 (2008-12-12), Personal Information,
apply to and form part of the Contract.

1.6 Term of Contract

1.6.1 Period of the Contract

Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends two years later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

1.6.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to ten (10) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

1.7 Authorities

1.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michel Hradecky
Title: Supply Team Leader
Procurement Branch
Public Services and Procurement Canada
10, rue Wellington Street, 4ème étage | 4th Floor
Gatineau, Québec K1A 0S5

Telephone: (613) 408-4180
Michael.Hradecky@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

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1.7.2 Technical Authority

The Technical Authority for the Contract is:

Christine Larouche
Assistant-Director, Passport Integrity Unit (PIU)
Integrity Risk Management (IRM), Operations Sector
Immigration, Refugees and Citizenship Canada

Telephone: 613-864-8752
Christine.larouche@cic.gc.ca

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.7.3 IRCC Procurement Authority

The IRCC Procurement Authority for the Contract is:

Jean-Philippe Tambeau
Senior Procurement and Contracting Officer
Financial Operations and Procurement (FOP)
Immigration, Refugees and Citizenship Canada

Telephone: 343-574-4419
jean-philippe.tambeau@cic.gc.ca

The IRCC Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The IRCC Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the IRCC Procurement Authority however the IRCC Procurement Authority has no authority to authorize changes to the scope of the Work other than in a TA with a value of \$100,000.00 or less excl. Applicable taxes. Changes to the scope of Work can only be made through a Contract amendment issued by the Contracting Authority.

1.7.4 Contractor's Representative

Chief Commercial Officer
Canadian Bank Note Company, Limited
18 Auriga Drive
Ottawa, Ontario

Telephone: 613-722-3421

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

1.9 Payment

1.9.1 Basis of Payment

- 1.9.1.1 The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B.
- 1.9.1.2 **Professional Services provided under a TA with a Ceiling Price or a Limitation of Expenditure:** For professional services requested by Canada, in accordance with a validly issued TA, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time Worked and any resulting deliverables in accordance with the Firm, Fixed All-inclusive per diem rates set out in Annex B of this Contract, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours Worked based on a 7.5-hour Workday.
- 1.9.1.3 **Professional Services provided under a TA with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued TA, Canada will pay the Contractor the Firm, Fixed All-inclusive Lot price set out in the TA, upon delivery and acceptance of all deliverables set out in the associated TA, and upon receipt of an associated cost breakdown of the Firm, Fixed All-inclusive Lot price based on the Firm, Fixed All-inclusive per diem rates as set out in Annex B of this Contract, GST/HST extra.
- 1.9.1.4 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- 1.9.1.5 **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of Bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded Contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from Bidding on future requirements that include any professional services, or rejecting the Contractor's other Bids for professional services requirements on the basis that the Contractor's performance on this or other Contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- 1.9.1.6 **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1.9.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$3,200,000.00. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

1.9.3 Method of Payment

1.9.3.1 Method of Payment - Multiple Payments

H1001C (2008-05-12), Multiple Payments

1.9.3.2 Method of Payment - Monthly Payment

H1008C (2008-05-12), Monthly Payment

1.9.3.3 Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

- 1.9.3.3.1 Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- 1.9.3.3.2 Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

1.9.3.4 Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion: Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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- 1.9.3.4.1 an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - 1.9.3.4.2 all such documents have been verified by Canada;
 - 1.9.3.4.3 the Work delivered has been accepted by Canada.

1.9.4 Invoicing Instructions

1.9.4.1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111; and
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses; and
- c. a copy of the monthly progress report (if applicable).

1.9.4.2 The Contractor must prepare and certify one original copy of the claim on form PWGSC-TPSGC 1111, and forward it to the Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical Authority will then forward the original copy of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

1.9.4.3 The Contractor must not submit claims until all work identified in the claim is completed.

1.10 SACC Manual Clauses

- (i) A9117C (2007-11-30), T1204 Direct Request by Customer Department

1.11 Certifications and Additional Information

1.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1.11.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

1.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

1.13 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions, in the following order;
 - 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;
 - 4002 (2010-08-16), Software Development or Modification Services;
 - 4003 (2010-08-16), Licensed Software;
 - 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
 - 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information; and
 - 4008 (2008-12-12), Personal Information;
- (c) the general conditions [2010C \(2022-01-28\)](#), General Conditions - Services (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) The signed Task Authorizations (including all annexes, if any);
- (h) Annex D, Task Authorization Form;
- (i) Annex E, Supply Chain Security Information; and
- (j) the Contractor's bid dated August 30, 2022, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

1.14 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

1.15 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance Requirements

1.16 Professional Services – General

1.16.1 The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

1.16.2 If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

1.16.3 Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
 - (B) assess the information provided under (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Project Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (6.17.3).

Where an Excusable Delay applies, Canada may require (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

1.17 Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

1.18 Representations and Warranties

The Contractor made statements regarding its and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

1.19 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

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- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties"; and
- (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
- (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
- In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is

binding on a Party unless its authorized representative has approved the agreement in writing.

- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

1.20 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Project Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

1.21 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

1.22 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

ANNEX A: Statement of Requirements

**Pages 119 to / à 122
are withheld pursuant to section
sont retenues en vertu de l'article**

16(2)(c)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

s.16(2)(c)

B7059-180321/001/XS

002xs

Acronyms and Glossary

CBSA	Canada Border Services Agency
CIC	Citizenship & Immigration Canada – Now named as and used interchangeably with IRCC (see below)
COTS	Commercial Off the Shelf (software)
DDL	Data Definition Language
DPI	Dots per Inch
ESDC	Employment and Social Development Canada
FDD	Functional Design Document
FMR	False Match Rate
FNMR	False Non Match Rate
FR	Facial Recognition
FRS	Facial Recognition System or Solution
FRVT	Facial Recognition Vendor Tests
GAC	Global Affairs Canada
GCMS	Global Case Management System
GC	Government of Canada
ICAO	International Civil Aviation Organization
ICD	Interface Control Document
IRCC	Immigration, Refugees and Citizenship Canada – Used interchangeably with CIC
IRIS	Infrastructure Recipient Information System
ISO/IEC	International Organization for Standardization / International Electrotechnical Commission
IT	Information Technology
IDENT	IDENT Exchange Messages-Automated Biometric Identification System (IDENT)
IXM	Exchange Messages (IXM)
MITS	Management of Information Technology Security (Canada)
MRTD	Machine Readable Travel Document
NHQ	National Head Quarters
PMP	Plotter Model Parameter
RCMP	Royal Canadian Mounted Police
SDK	Software Development Kit
SDLC	Software Development Life Cycle
SOR	Statement of Requirements
SSC	Shared Services Canada
TA	Task Authorization
TDD	Technical Design Document

**Pages 124 to / à 128
are withheld pursuant to section
sont retenues en vertu de l'article**

16(2)(c)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

2. STATEMENT OF WORK

IRCC has a requirement for a contractor to maintain the Facial Recognition System and to continually adapt to ensure its continued integrity as a reliable and accurate solution for establishing and confirming a person's identity throughout the travel and immigration process, which is an integral component of both immigration and border decision-making processes.

2.1. General Requirements

Contractor General Requirements:

Upon contract award, the Contractor must:

1. Conduct an in person (or virtual, at the discretion of IRCC) client kick-off meeting and have all resources identified in this Statement of Requirements, including software, licensing, accesses, etc., in place within two (2) weeks of the date of contract award;
2. Provide to IRCC a maintenance and support transition plan, within three (3) weeks of the date of contract award that is acceptable to IRCC and ensures the integrity of the FRS throughout the transition period;
3. Provide after hours maintenance support (24/7);
4. All work must be performed in Canada;
5. Provide a core team of resources for the transition period and for ongoing support and maintenance, as identified in this SOR.
6. Migrate from current state to future state development and service environments, and maintain, update and keep in sync with production all necessary development, test and production support environments;
7. Provide a telephone and email service in order for IRCC to request support from the Contractor;
8. Provide support and maintenance of the existing licensed software used in the FRS;
9. Upon request from IRCC, provide a training plan, training material, and training and coaching to IRCC that ensures proper training on operational use and maintenance, and technology and software for IRCC primary and operational use and maintenance for secondary users of FRS;
10. Provide necessary hardware, technical specifications of the hardware, and a component list related to the FRS, on as and when requested basis in accordance with the Task Authorization process outlined in the Contract;
11. Provide additional software licenses (back-end and/or front-end) for any additional environments, on an as and when requested basis using the Task Authorization process outlined in the Contract;
12. Perform solution enhancements on an as and when requested basis using the Task Authorization process outlined in the Contract;
13. Work with multiple software and hardware suppliers and vendors at the request of IRCC, toward the delivery of services using the Task Authorization process outlined in the Contract, which includes activities such as, but not limited to:
 - a) Negotiating agreements and partnerships;
 - b) System integration; and
 - c) Linking together different computing systems and software applications (component subsystems) into a whole while ensuring the component sub systems function together;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

s.16(2)(c)

B7059-180321/001/XS

002xs

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14. Provide professional services on an as and when requested basis in accordance with the Task Authorization process outlined in the Contract;
 15. Attend technical meetings and provide support on technical expertise knowledge transfer and alignment involving IRCC, the Core Team Resources from both the Contractor and the previous FRS Service Provider during the transition phase. The transition phase is estimated to be 6 months and previous FRS Service Provider engagement will be coordinated by IRCC;
 16. Provide all documentation in English, unless otherwise specified in this contract; and
 17. Ensure that the FRS continues to align with the IRCC Business Continuity Plan (BCP) and ensure integration of FRS with this BCP.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.16(2)(c)

2.1.1.Existing Software and Maintenance Services Support Requirements

1. Within 3 months of Contract Award date, the Contractor must have all necessary software environments available for development and implementation, specifically:
 - a) Development;
 - b) Testing;
 - c) Training;
 - d) Production support; and
 - e) Production environments;
2. The Contractor must host and support the FRS in the production environment at any time of day, providing 24/7 support;
3. The Contractor must lead the development of the FRS enhancements in accordance with IRCC's Release Cycle process in section 2.3 of the SOR;
4. The Contractor must support and enable the IRCC development life cycle;
5. The Contractor must itemize and communicate to IRCC all activities, resources, timelines, level of effort, and cost for each defect fix and enhancement, and IRCC will retain the right to review and approve all defect fixes and enhancements, prior to their being performed;
6. The Contractor must warranty for a period of up to one (1) year after any and all functionality changes, that these changes do not negatively impact FRS performance, nor the performance of the passport issuance process. Specifically, the Contractor warranties include the performance of any and all FRS upgraded technology features, hardware components, hardware firmware, software packages, and existing code enhancements to ensure that FRS is defect free and performs as expected in accordance with the FRS Release Cycle process; and

2.1.2.Proposed approach to Privacy and Security

The Contractor must ensure maintenance and support of a system that meets Canada's requirements, as per the following:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1. ISO/IEC 19794-5:2011- International Organization for Standardization / International Electrotechnical Commission, Information Technology-Biometric Data Interchange Formats – Part 5: Face Image Data, referred to within this document as ISO/IEC 19794-5 – <https://www.iso.org/standard/50867.html>;
2. Treasury Board Secretariat of Canada, Operational Security Standard: Management of Information Technology Security (MITS) – <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328>;
3. Treasury Board of Canada Secretariat - Policy on Privacy Protection - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510>;
4. Treasury Board of Canada Secretariat - Policy on Government Security - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>;
5. Treasury Board of Canada Secretariat - Policy on Management of Information Technology - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12755>; and
6. Canadian Centre for Cyber Security - IT Security Risk Management: A Lifecycle Approach (ITSG-33) – [https://www.cyber.gc.ca/IT Security Risk Management: A Lifecycle Approach \(ITSG-33\)](https://www.cyber.gc.ca/IT%20Security%20Risk%20Management%20A%20Lifecycle%20Approach%20(ITSG-33)) - [Canadian Centre for Cyber Security](https://www.cyber.gc.ca/IT%20Security%20Risk%20Management%20A%20Lifecycle%20Approach%20(ITSG-33)).

2.1.3.FRS Migration & Transition Requirements, Maintenance Services Contract Transition Plan

Technical meetings involving IRCC and core team resources from both the Contractor and the previous FRS Service Provider will be required to commence within three (3) weeks of the Contract award date. The purpose of these technical meetings will be to develop, review, and approve an FRS Maintenance Services Contract Transition Plan. IRCC will retain final decision and approval authority of this plan. The Contractor must ensure sufficient resources are ready and will lead these technical meetings, as well as develop this plan, with necessary support from IRCC, who will coordinate with the outgoing previous FRS Service Provider.

The FRS Maintenance Services Contract Transition Plan must be presented to the Technical Authority five (5) weeks after contract award to allow IRCC time to review and approve it. Updates to the FRS Maintenance Services Contract Transition Plan will be made by the Contractor, at IRCC's discretion.

IRCC will provide a list of all outstanding maintenance work to the Contractor, who will ensure the FRS Maintenance Services Contract Transition Plan contains categorization, prioritization, and a timeline to address outstanding work, to the satisfaction of IRCC. This work will include outstanding maintenance work with a status of not started, in progress or on hold. The FRS Maintenance Services Contract Transition Plan must also include a service continuity model that will ensure IRCC service standards identified in the contract are fully met throughout and after transition. Outstanding maintenance work will be authorized through a Task Authorization. The FRS Maintenance Services Contract Transition Plan must also factor in communications to stakeholders and knowledge transfer from the previous FRS Service Provider to the Contractor.

As part of the FRS Maintenance Services Contract Transition Plan the Contractor must also:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.16(2)(c)

2.1.4.Support and Maintenance Requirements

The Contractor must:

1. Provide a telephone and email service in order for IRCC to request support from the Contractor;
2. Provide a Canadian toll-free phone number that is actively monitored by the Contractor for support requests, and is accessible both inside and outside of Canada;
3. Provide a support email address that is actively monitored by the Contractor. Email support requests must be acknowledged within fifteen (15) minutes and answered within one (1) business day from original receipt;
4. Provide an escalation process (1st, 2nd, 3rd level) with contact names, emails, and phone numbers;
5. Provide support services in English and French;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.16(2)(c)

13. Provide support services twenty-four (24) hours per day, seven (7) days per week, including all Canadian statutory holidays;
14. Provide real-time support for the following type of calls:
 - a) Software related issues; and
 - b) Hardware related issues;
15. Establish real-time support which includes the coordination of software issues and escalation to the next support level, as required, as well as timely resolution, based on the service levels in the contract;
16. Establish real-time support including the coordination of FR software issue resolution with third party vendors as required, as well as timely resolution. These issues include software defects, and reduction in FRS operational performance, based on software issues;
17. Record electronically the details of service calls; including, at a minimum the following information:
 - a) Date and time of initial service call;
 - b) Client's information: name, telephone #, email address;
 - c) Site location;
 - d) Machine / Asset ID of the source system;
 - e) Nature of the service call;
 - f) Detailed issue and resolution notes;
 - g) Severity of the service call; and
 - h) Tracking number;
18. Provide clients with the tracking number assigned to their request;
19. Hold valid support and maintenance agreements with all the third-party hardware and software Suppliers used as part of the FRS for the duration of the contract. These support and

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

maintenance agreements must contain terms that reflect the requirements of the contract with IRCC (i.e. it is not enough to have support and maintenance agreements with third parties – these agreements must be sufficient to allow the Contractor to fulfill their obligations to IRCC);

21. Update the relevant documents listed in Appendix B to reflect any changes made to the FRS by the Contractor initiated under a Task Authorization or Contract amendment; and
22. Submit document updates to the Technical Authority in an electronic format approved by the Technical Authority. The following formats are currently approved:
 - a) **Documents, Spreadsheets:** MS Office 2013 (or greater) suite of products or any product that is compliant with IRCC environment; and
 - b) **Diagrams:** Visio 2013 (or greater), and / or any product that is compliant with IRCC environment.

2.1.4.1. Software and Hardware Components Support and Maintenance Requirements

The Contractor must manage the software licenses per the core software packages identified in Appendix A, and ensure the Contractor remains in good standing as required by relevant contractual arrangements in reputation and partnership with any and all the third-party software suppliers. The Contractor must ensure that any and all of its necessary software support and maintenance annual fees required to support FRS are maintained as required by relevant contractual arrangements.

The Contractor must maintain updated software maintenance and support services documentation, reflecting industry best practices for such documentation, and provide them to IRCC for inspection upon request.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

s.16(2)(c)

B7059-180321/001/XS

002xs

The Contractor must allow IRCC to select the software components to be covered under warranty, based on IRCC prioritization of business requirements and solution requirements for implementation. This warranty will be covered under Task Authorization or a formal contract amendment.

In the event a new version of an operating system hosting the FRS is released during the warranty and contracted maintenance period, the Contractor must have a commercially released version of the Commercial Off the Shelf (COTS) software packages used in the FRS available for the new operating system version within twelve (12) months from the official release of the new operating system. Upon contract award, the Contractor is responsible for all costs associated with engineering efforts to ensure compatibility with the FRS, in the event that operating system upgrades and updates impact the solution compatibility during the warranty and contracted maintenance period.

The Task Authorization process outlined in the contract will be used for the purchase of all new equipment, software and licenses.

**Pages 137 to / à 141
are withheld pursuant to section
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16(2)(c)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.16(2)(c)

2.1.4.6. Provisioning of New Software Licenses

The Contractor must supply all the software licences to meet the functional requirements defined in the Functional Design Document and Technical Design Documents (TDD), on an as and when requested basis. The Contractor must provide on a quarterly basis, or as and when requested by IRCC, an updated inventory of software licenses.

2.1.4.7. Software Warranty (Custom and Licensed)

The Contractor must provide software warranty service (including maintenance and support) on all Contractor delivered software components for a period of twelve (12) months.

2.1.4.8. Provisioning of Current and New Hardware Components

IRCC is in the process of identifying the hardware and equipment currently needed to utilize and maintain the FRS. Therefore, the Contractor must supply IRCC with any hardware requested to maintain the FRS.

Upon receipt of an approved TA, the Contractor must provide any hardware components required to support the stability of the solution to IRCC (NHQ) within 60 business days (or other time frame specified in the TA).

2.1.4.9. Hardware Warranty

1. The Contractor must provide a warranty for all hardware components delivered under the contract for a period of 12 months;
2. The Contractor must provide documented proof of warranty coverage for hardware components no later than two (2) months after item has been received at IRCC NHQ;
3. If required, the Contractor must ship and install fully functional replacement hardware components to IRCC NHQ, Ottawa within thirty (30) business days of the initial service call; and
4. The Contractor must provide Return-to-Depot hardware warranty services;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.16(2)(c)

5. The Contractor must replace any defective hardware components with new hardware components and must not include non-original manufacturer components; and
6. While under warranty, the Contractor is responsible for all costs (e.g. courier fees, insurance, handling, and duties) associated with the shipping of the hardware components from the Contractor or manufacturer's location to IRCC NHQ, Ottawa.

2.1.4.10. Solution Enhancements & Extensions

IRCC may choose to implement enhancements to the FRS to meet Canada's Passport Program needs. The Contractor must design, build, test, implement and maintain such enhancements on an as and when requested basis.

The Contractor may propose enhancements to the FRS which align IRCC's program needs or the evolution of the FRS Technical Solution. The Contractor must design, build, test, implement and maintain such enhancements.

1. These enhancements will be initiated using the Task Authorization process outlined in the Contract;
2. The Contractor must obtain written authorization from the Technical Authority to make any changes to the approved and baselined solution;
3. The Contractor must not commence the work until the TA has been approved; and
4. The FRS must be scalable to meet the changing volume of records it holds. In the future it is expected that the number of FRS transactions could reach 20 million per year, with a database of over 150 million active records with 85,000 records processed per twenty-four (24) hour day.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

2.2. Change Management for TA(s)

The Change Management process describes how the Contractor will implement software changes, provision new hardware/consumables components and provide professional services. The Contractor must provide a bi-weekly report that details at a minimum a list of all TAs and defects (software bugs) including the correlating status.

For all changes, the Contractor must follow the applicable change management procedures as outlined in the Contract and applicable Task Authorization.

2.3. Release Management

Changes to the application code must be tested in the Contractor's own environments using Stubs. All builds must include Release Notes provided by the Contractor. Once accepted by the Technical Authority, changes will be migrated through the multiple IRCC/GCMS environments using the IRCC internal Release Management process. The IRCC release management and FRS teams are responsible for the scheduling and the management of the FRS releases within the IRCC environments. Once a TA is processed and the build information is confirmed by the Technical Authority, the information is entered into IRCC/GCMS/IRIS internal release planning system and added to the release calendar.

2.3.1. Release Types

The following table provides examples of typical FRS releases.

Release Type	Example
Product	Release of a new product or line of business into FRS, e.g. Product validation changes for FRS Release 2.0.
Major	Release of new major functionality, e.g. integration of new functionality or a significant number of bug fixes, etc. in a single release.
Minor	Release of minor changes such as bug fixes, spelling errors, etc.
Maintenance	Regularly scheduled maintenance window for FRS backend components.
Emergency	An unscheduled release that is critical to the proper functioning of the system.

3. CONTRACT RESOURCES

The Contractor must provide appropriate and sufficient resources to transition the FRS support and maintenance components and work packages as described in their transition plan and to support, maintain and manage the FRS until the end of the Contract period. The number of Contractor core team resources required will be determined by the Contractor based on IRCC's need. These resources will be on-boarded on an as and when required basis, and / or at the request of IRCC, under the Contractor

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

requirement to provide appropriate and sufficient management and engineering resources to support and maintain FRS, while completing transition activities as outlined in Section 2.1.3.

Upon IRCC request, the Contractor must provide technical resources from the categories below, with the level of expertise to execute the transition of the FRS Technical Solution to its Contractor and target environments.

In addition, the Contractor must provide the support, maintenance and enhancements of the FRS as follows:

3.1. Core Team Resource Categories

At a minimum, Contractor Core Team Resources should include the following resource categories:

- a) Senior Technical Architect;
- b) Systems Engineer;
- c) Senior Business Transformation Architect;
- d) Software Engineer
- e) Senior Systems Analyst
- f) Software Developer; and
- g) Senior Project Manager.

3.1.1. Senior Technical Architect

The Senior Technical Architect is responsible to lead the technical team (e.g. software developers) through the technical aspects of the transition of the FRS Technical Solution on an ongoing basis during and after the completion of the Transition Period and throughout the support and maintenance period of the contract and any exercised option periods.

The minimum qualifications for the Senior Technical Architect are as follows:

1. Must have a minimum of ten (10) years of demonstrated experience within the last fifteen (15) years working on a Complex Information Technology (IT) Application Project(s). *A Complex IT Application Project is defined as having the following factors:
 - (i) A minimum duration of twelve (12) months;
 - (ii) A minimum value of \$2M;
 - (iv) A user base of 150 or more end users;
 - (v) A solution involving partnership with either private or public sector or both;
 - (vi) A requirement for high availability and high reliability (24/7 system and 98% availability); and
 - (vii) A diverse set of technologies that includes real-time data exchanges across multiple heterogeneous systems which includes integration with various software and hardware components.
2. Must have a minimum of five (5) years of demonstrated experience within the last ten (10) years designing security controls in solutions (e.g. encryption, decryption, digital signature, authorization and authentication).

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

3. Must have at least two (2) years of demonstrated experience within the last five (5) years working on facial recognition biometrics projects as a senior technical architect and Technically Leading facial recognition biometrics related projects.
4. Must have a minimum of five (5) years of demonstrated experience within the last ten (10) years deploying Network Enterprise Applications crossing multiple zones: DMZ (Demilitarized Zone), Application Zone, Database Zone, Leveraging software load balancers, appliance load balancers and firewall.
5. Must have a minimum of five (5) years of experience within the last ten (10) years designing solutions using Relational Databases.
6. Must have demonstrated experience within the last five (5) years working with industry standards such as IXM (Ident Exchange Message) and/or NIST (National Institute of Standards and Technology);
7. Must have demonstrated experience delivering presentations that provide recommendations, advice and solutions to Senior Management (defined as vice-president or director level or above) on facial recognition biometrics;
8. Must have a minimum of ten (10) years of demonstrated experience within the last fifteen (15) years performing similar duties as described below.
 - a) Acting as the lead technical architect for any project that provided biometrics systems;
 - b) Designing and maintaining complex IT systems and modules, programs, sub-systems, systems and procedures;
 - c) Transferring knowledge related to the project to project staff;
 - d) Developing technical specifications for IT system design and architecture, development and implementation;
 - e) Coordination of technical information between at least two partner organizations engineers; and
 - f) Technically Leading aspects of projects through the entire Software Development Life Cycle (SDLC).

The Senior Technical Architect duties include, but are not limited to:

1. Develop technical architecture, frameworks and strategies, either for a private or public entity or for a major application area, to meet biometric business and application requirements;
2. Analyze and evaluate alternative technology solutions to meet business problems;
3. Ensure the integration of all aspects of technology solutions (biometrics and non-biometrics based);
4. Monitor industry trends within the biometrics community to ensure that solutions align with the government and industry directions for technology;
5. Analyse functional requirements for biometrics systems to identify information, procedures and decision flows;
6. Evaluate existing procedures and methods, identify and document database content, structure, and applications sub-systems, and develop a data dictionary;
7. Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

8. Define input/output sources, including detailed plans for the technical design phase, and obtain approval of the system proposal;
9. Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.;
10. Evaluate hardware and software relative to their ability to support specified requirements and, by determining potential and actual bottlenecks improve system performance through recommended hardware changes;
11. Transfer knowledge related to the TA to Contractor support teams;
12. Analyze performance and tune system; and
13. Provide guidance and work leadership to others.

The Senior Technical Architect's deliverables include, but are not limited to:

1. Technical reports;
2. System Architecture documentation;
3. Physical Data Models; and
4. Presentations.

3.1.2. Systems Engineer

The Contractor must provide the appropriate technical resource for a System Engineer.

The minimum qualifications for the Systems Engineer are as follows:

1. A minimum of eight (8) years of experience working as a systems engineer? on Information Technology projects;
2. A minimum of three (3) years of demonstrated experience within the last five (5) years performing a minimum of two (2) of the duties described below;
3. A minimum of two (2) years of demonstrated experience in Facial recognition biometrics;
4. Demonstrated capability in a previous IT project to interact effectively with members of a team; and
5. Must be proficient in the English language (oral and written).

The System Engineer's duties include, but are not limited to:

1. Altering baseline application code, based on requirements ;
2. Translating business or system requirements to system design and specifications;
3. Analyzing functional requirements to identify information, procedures and design flows;
4. Developing and maintaining complex systems and modules, programs, sub-systems, systems and procedures;
5. Transferring knowledge related to the project to project staff;
6. Developing technical specifications for system development, design and implementation;
7. Coordinating technical information between at least two partner organizations, engineers; and
8. Providing technical architect support for one (1) or more projects throughout the System Development Life Cycle (SDLC).

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

The System Engineer's deliverables include, but are not limited to:

1. Design and document in detail all affected system components, their interfaces, relationship and operational environments;
2. Develop detailed system specifications;
3. Document system design, concepts and facilities, and present and obtain approval of the detailed design; and
4. Complete system documentation.

3.1.3. **Senior Business Transformation Architect**

The Contractor must provide appropriate technical resources of a Senior Business Transformation Architect.

The minimum qualifications for the Senior Business Transformation Architect are as follows:

:

1. Must have a minimum of ten (10) years of experience within the last fifteen (15) years working in a Complex Information Technology (IT) Application project.
Complex is defined as having all the following factors:
 - a) A minimum duration of twelve (12) months;
 - b) A minimum value of \$2M;
 - c) Service must have been provided within the last fifteen (15) years;
 - d) Services provided/delivered to multiple locations in Canada and abroad;
 - e) Large user base (150 or more users);
 - f) A requirement for high availability and high reliability (24/7 system and 98% availability);
 - g) A diverse set of technologies that includes real-time data exchanges across multiple heterogeneous systems which includes integration with various software and hardware components; and
 - h) Solutions that involve partnership with either private or public sector or both.
2. Must have a minimum of five (5) years of demonstrated experience within the last ten (10) years designing business processes and architecture modeling for biometrics service solutions;
3. The proposed resource must have a minimum of five (5) years demonstrated experience within the last ten (10) years developing policies and rules that allow an organization to carry out its mandate and functional responsibilities, and that govern the organization's actual and planned capabilities in terms of data, human resources, communication facilities and management responsibilities.
4. Must have a minimum of five (5) years of experience within the last ten (10) years conducting assessments of a biometric project's business architecture, process and performances, and evaluating the feasibility of the architecture and technologies related to facial recognition biometrics as a business change;
5. Must have a minimum of five (5) years of demonstrated experience within the last ten (10) years providing requirements for and integrating security controls in operational service delivery models (e.g. encryption, decryption, digital signature, authorization and authentication);
6. Must have a minimum of five (5) years of experience within the last ten (10) years designing solutions using Relational Databases;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

7. Must have knowledge and experience within the last five (5) years working with trends in facial recognition biometrics and industry standards and making recommendations to senior management;
8. Must have experience delivering presentations that provide recommendations, advice and solutions to senior management;
9. Must have at least five (5) years experience in the past ten (10) years in a minimum of three (3) of the following:
 - a) Recommending alternative solutions, methodologies and strategies;
 - b) Assisting in the prioritization and assignment of architectural improvements;
 - c) Managing the development and implementation of an architectural improvement plan; and
 - d) Coaching, mentoring and training an organization or entity on business architecture.

The Senior Business Transformation Architect's deliverables include, but are not limited to:

1. Transition Plan and Roadmap;
2. Business Architecture documentation;
3. Operational Support Model and documentation; and
4. Presentations.

3.1.4. Software Engineer

The minimum qualifications for the Software Engineer are as follows:

1. A minimum of 5 years of demonstrated experience working as a software engineer on Information Technology projects;
2. A minimum of 2 years of demonstrated experience in facial recognition biometrics.

The Software Engineer's duties include, but are not limited to:

1. Analyzing project artifacts such as business requirement documents, technical requirement documents, system architecture documents, and interpreting the impact and necessary modifications or enhancements to the baseline application code;
2. Designing data structures and files, sub-systems and modules, programs and production monitoring procedures, testing strategies and system;
3. Reviewing the analysis and the programming of other software developers to ensure quality;
4. Performing independent verification and validation of software applications, system functions and performance;
5. Preparing a facial recognition system for production releases and coordinating all system changes with impacted partners in accordance with the Release Management process;
6. Transferring knowledge related to the project to project staff;
7. Analyze performance and tune systems; and
8. Provide guidance and work leadership to other team members.

The Software Engineer's deliverables include, but are not limited to:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1. Any and all analysis in the Contractor's notation that will be used by the software developer to make the necessary application code amendments and enhancements;
2. Develop and document detailed data conversion requirements based on client needs and system architecture guidelines;
3. Develop and document both high and low-level data mapping requirements and schemas across various corporate systems and databases; and
4. Complete system documentation.

3.1.5.Senior Systems Analyst

The minimum qualifications for the Senior Systems Analyst are as follows:

1. Have a minimum of 5 years demonstrated experience within the last 8 years of experience working on Complex Information Technology (IT) projects;
Complex is defined as having all the following factors:
 - a) A minimum duration of 12 months;
 - b) A minimum value of \$2M;
 - c) Service must have been provided within the last 8 years;
 - d) Services provided / delivered to multiple locations domestically and abroad;
 - e) Large user base (150 or more concurrent users);
 - f) A requirement for high availability and high reliability (24/7 system and 98% availability);
 - g) A diverse set of technologies that includes real-time data exchanges across multiple heterogeneous systems which includes integration with various software and hardware components; and
 - h) Solutions that involve partnership with either private or public sector or both.
2. Have a minimum of 5 years of demonstrated experience within the last 8 years programming using Microsoft .NET, and/or HTML, and/or JAVA Framework; and
3. Have a minimum of 1 year of experience within the last 5 years working on Biometric related projects.

The Senior Systems Analyst duties include, but are not limited to:

1. Interpret analysis, and implement any necessary application code changes;
2. Develop and maintain systems and modules, programs, sub-systems, and system procedures;
3. Analyze, design and develop classes and their methods, attributes and relationships;
4. Transfer knowledge to project staff;
5. Design programs, present program design, and write modules and procedures;
6. Provide problem debugging and resolution; and
7. Provide other related software developer services.

The Senior Systems Analyst deliverables include, but are not limited to:

1. Developing the functional and technical specifications for the application software build in accordance with the business requirements;
2. Supporting the maintenance of operational systems and artifacts, including all forms, manuals, programs, input / outputs sources, procedures and training material;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

3. Document program design and quality assurance standards to be used during the implementation phase; and
4. Complete system documentation.

3.1.6. Software Developer

The minimum qualifications for the Software Developer are as follows:

A minimum of 5 years of demonstrated experience working on Information Technology projects;

1. A minimum of 3 years of demonstrated experience within the last 5 performing similar duties as described below;
2. A minimum of 1 year of demonstrated experience in facial recognition biometrics if specified in the TA request;
3. Demonstrated capability in a previous IT project to interact effectively with members of a team; and
4. Must be proficient in the English language (oral and written).

The Software Developer's duties include, but are not limited to:

1. Interpret the scope of work and any associated analysis, and implement any necessary application code changes;
2. Develop and maintain systems and modules, programs, sub-systems, and system procedures;
3. Analyze, design and develop object-oriented programming classes and their methods, attributes and relationships;
4. Transfer knowledge related to the work to project staff;
5. Design programs, present program design, and write modules and procedures;
6. Provide problem debugging and resolution; and
7. Provide other related software developer services.

The Software Developer's deliverables include, but are not limited to:

1. Modify the application software build in accordance with the requirements of the work;
2. Produce operational systems, including all forms, manuals, programs, input/outputs sources, procedures and training material;
3. Document program design and quality assurance standards to be used during the implementation phase; and
4. Complete system documentation.

3.1.7. Senior Project Manager

The Contractor must provide appropriate and sufficient project management services to plan, monitor, and execute the transition of the FRS Technical Solution from the the previous FRS Service Provider to its target environment as described in their transition plan.

The Senior Contract Project Manager is responsible for the management of the support and maintenance of the FRS on an ongoing basis during and after the completion of the transition period.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

To fulfill its project management responsibilities, the Contractor must provide a Senior Contract Project Manager who must be available as needed for the period from Contract award until the end of the Contract period.

The minimum requirements for the are as follows:

1. Hold a valid recognized project management professional designation (e.g. Project Management Professional, Project IN Controlled Environment (PRINCE2), Master's Degree/Diploma in Project Management);
2. Have a minimum of 10 years of experience within the last 15 years in managing complex Information Technology Application projects.
Complex is defined as having all the following factors:
 - a) A minimum duration of 12 months;
 - b) A minimum value of \$2M;
 - c) Services provided within the last 10 years;
 - d) Services provided/delivered to multiple locations domestically and abroad;
 - e) Large user base (2,000 or more users);
 - f) A requirement for high availability and high reliability (24/7 system and 98% availability);
 - g) A diverse set of technologies that include real-time data exchanges across multiple heterogeneous systems which includes integration with various software and hardware components; and
 - h) Solutions that involve partnership with either private or public sector or both.
3. Have a minimum of 5 years of demonstrated experience within the last 10 years managing subcontractors and working in collaboration with other suppliers (third party suppliers);
4. Have a minimum of 2 years of experience within the last 5 years working on and managing Biometric related projects;
5. Have a minimum of 10 years within the last 15 years of demonstrated experience in:
 - a) Delivering presentations that provide recommendations, advice and solutions to Senior and Executive Management. (Senior and Executive management is defined as Directors and Director General and above in public sector, or Vice-President level or greater in private sector); and
 - b) Interacting effectively with members of a team such as Senior Technology Engineers, Technical Architects, Developers and Senior Management; and
6. The Senior Contract Project Manager must be proficient in English (oral and written).

The Senior Project Manager's duties include, but are not limited to:

1. Act as the point of contact between the Technical Authority and the Contractor;
2. Manage the execution of the work under the Contract, including any approved changes, Task Authorizations (TA), to ensure that adequate resources are made available, issues are dealt with

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

in a timely manner and that all the work under the Contract is completed within the agreed time, cost and performance parameters;

3. Send electronic Weekly Status reports and a Monthly rollup to the Technical Authority; and
4. Meet with the Technical Authority on a weekly basis to provide status reports and updates on the ongoing releases.

3.2. Additional Resource Categories

The Contractor must provide professional services on an as and when requested basis upon receipt of a duly authorized Task Authorization (TA). Subject to the terms set out in the contract and indicated in the TA, the Contractor must provide skilled, experienced, and effectively enabled resources in the areas of capability listed below. The professional service requirements are specific to each TA. A TA may call upon any combination of the roles identified below. Not all TAs will necessarily require all roles. The specific resourcing needs and profile will be defined during the Task Authorization Process. Professional service resources may be required to work in the National Capital Region, or may be required to operate off-site, subject to the terms of the Task Authorization. Off-site working and virtual meetings are acceptable subject to written agreement from the Technical Authority. The specific tools and methods for enabling remote working must be agreed upon during initial planning. IRCC makes use of Microsoft Teams and Skype for Business for virtual meetings.

The FRS Maintenance Support Services resources can include the following resource categories:

- a) Database Architect;
- b) Intermediate Facial Recognition & Biometrics Specialist;
- c) Information Technology Security Specialist;
- d) Senior Facial Recognition & Biometrics Specialist;
- e) Senior Software Developer Tester; and
- f) Training Specialist.

3.2.1. Database Architect

Upon receipt of a TA requiring a resource with database architecting expertise, the Contractor must make available a Database Architect, with minimum qualifications as follows:

1. A minimum of five (5) years of demonstrated experience in Information Technology projects;
2. A minimum of three (3) years of demonstrated experience within the last five (5) years performing similar duties as the Database Architect duties described below;
3. Demonstrated capabilities in a previous IT project with proven and effective interactions with team members; and
4. Be proficient in the English language (oral and written).

The Database Architect's duties include, but are not limited to the following:

1. Prepare, oversee and coordinate database and application designs;
2. Study and understand business data and information needs;
3. Participate in business development as an advisor;
4. Create and enforce Database Development Standards and Processes;

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

5. Transfer knowledge related to the TA to the project team and client staff; and
6. Ensure consistency across implementations.

The Database Architect's deliverables include, but are not limited to:

1. Develop and document Logical Data Model;
2. Develop and document the Data Dictionary;
3. Define Data Archive/Purge Standards;
4. Develop and document Physical Data Model; and
5. Prepare detailed Database Design Documents.

3.2.2. Intermediate Facial Recognition & Biometric Specialist

Upon receipt of a TA requiring a resource with biometric expertise, the Contractor must make available an Intermediate Facial Recognition & Biometric Specialist, with minimum qualifications as follows:

1. A minimum of 5 years of demonstrated experience in facial recognition biometrics as a technical subject matter expert, for the private or public sector;
2. A minimum of 3 years of demonstrated experience within the last 5 years performing similar duties as described below;
3. Demonstrated capability in a previous IT project with proven and effective interactions with team members; and
4. Be proficient in the English language (oral and written).

The Intermediate Facial Recognition & Biometric Specialist's duties include, but are not limited to the following:

1. Advise IRCC on current biometric industry trends, innovations, and best practices;
2. Conduct research on biometrics related technologies, their usage, application feasibility, return on investment, compatibility with existing technologies;
3. Write technical reports according to industry standards;
4. Solve biometrics related technical or business incidents or problems;
5. Provide improvement plans on biometrics processes, technologies, resources;
6. Transfer knowledge related to the TA to project staff; and
7. Provide awareness sessions, workshops, and training.

The Intermediate Facial Recognition & Biometric Specialist's deliverables include, but are not limited to the following:

1. Technical reports;
2. Training material; and
3. Presentations.

3.2.3. Information Technology Security Specialist

Upon receipt of a TA requiring a resource with security expertise, the Contractor must make available an Information Technology Security Specialist, with minimum qualifications as follows:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

1. A minimum of 8 years of demonstrated experience in Information Technology projects;
2. A minimum of 5 years of demonstrated experience within the last 8 years performing similar duties as described below;
3. Demonstrated capability in a previous IT project with proven and effective interactions with team members; and
4. Be proficient in the English language (oral and written).

The Information Technology Security Specialist's duties include, but are not limited to:

1. Perform IT security assessments of IT systems;
2. Design and document security safeguards;
3. Document security services processes and procedures;
4. Investigate security incidents or problems; and
5. Produce reports on cryptographic export / import and useable laws and regulations applicable to countries where FRS components may be exported.

The Information Technology Security Specialist's deliverables include, but are not limited to:

1. Threat Risk Assessment (TRA);
2. System/network vulnerability assessment report (VA);
3. Security Incident report; and
4. Security design document.

3.2.4.Senior Facial Recognition & Biometric Specialist

Upon receipt of a TA requiring a resource with advanced biometric expertise, the Contractor must make available a Senior Facial Recognition & Biometric Specialist.

The minimum qualifications for the Senior Facial Recognition & Biometric Specialist are as follows:

1. A minimum of 8 years of demonstrated experience in facial recognition biometrics for the private or public sector as a technical expert subject matter expert;
2. A minimum of 5 years of demonstrated experience within the last 8 years performing similar duties as the Senior Facial Recognition & Biometric Specialist's duties described below;
3. Demonstrated capability in a previous Information Technology project to interact effectively with members of a team; and
4. Be proficient in the English language (oral and written).

The Senior Facial Recognition & Biometric Specialist's duties include, but are not limited to:

1. Advise the IRCC Technical Authority and Project Manager on current biometric trends;
2. Conduct research on biometrics related technologies, their usage, application feasibility, return on investment, compatibility with existing technologies;
3. Write technical reports according to industry standards;
4. Solve biometrics related technical or business incidents or problems;
5. Provide improvement plans on biometrics processes, technologies, resources;
6. Transfer knowledge related to the TA to project staff; and
7. Provide awareness sessions, workshops, and training.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

The Senior Facial Recognition & Biometric Specialist's deliverables include, but are not limited to:

1. Technical report as a result of various analysis duties;
2. Technical training material; and
3. Presentations.

3.2.5.Senior Software Developer

Upon receipt of a TA requiring a resource, the Contractor must make available a Software Developer.

The minimum qualifications for the Software Developer are as follows:

1. Hold a valid recognized College diploma or University degree in Computer Science, Software Engineering, Engineering, Network Security, Information Technology, Telecommunications, Physics, Math, or recognized College Diploma in Computers, Telecommunications, Engineering, or Technology.
2. Have a minimum of five (5) years of demonstrated experience within the last eight (8) years of experience in Complex Information Technology (IT) projects;
Complex is defined as having all the following factors:
 - a) A minimum duration of twelve (12) months;
 - b) A minimum value of \$2M;
 - c) Services must have been provided within the last ten (10) years;
 - d) Services must have been provided/delivered to multiple locations in Canada and/or abroad;
 - e) Large user base (2,000 or more users);
 - f) A requirement for high availability and high reliability (24/7 system and 98% availability);
 - g) A diverse set of technologies that includes real-time data exchanges across multiple heterogeneous systems which includes integration with various software and hardware components; and
 - h) Solutions that involve partnership with either private or public sector or both.
3. Have a minimum of 5 years of demonstrated experience within the last 8 years programming using the Java Spring Framework;
4. Have a minimum of 5 years of demonstrated experience within the last 8 years programming using security control methods (e.g. encryption, decryption, digital signature, authorization and authentication);
5. Have a minimum of 1 year of demonstrated experience within the last 5 years working on and managing Biometric related projects;
6. Demonstrated capability in a previous IT project to interact effectively with members of a team; and
7. Must be proficient in the English language (oral and written).

The Senior Software Developer's duties include, but are not limited to:

1. Interpret analysis, and implement any necessary application code changes;
2. Develop and maintain systems and modules, programs, sub-systems, and system procedures;
3. Analyze, design and develop classes and their methods, attributes and relationships;
4. Transfer knowledge to project staff;
5. Design programs, present program design, and write modules and procedures;
6. Provide problem debugging and resolution; and

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

7. Provide other related software developer services.

The Senior Software Developer's deliverables include, but are not limited to:

1. Modify the application software build in accordance with the requirements;
2. Produce operational systems, including all forms, manuals, programs, input/outputs sources, procedures and training material;
3. Document program design and quality assurance standards to be used during the implementation phase; and
4. Complete system documentation.

3.2.6. Tester

Upon receipt of a TA requiring a resource with software testing expertise, the Contractor must make available a Tester.

The minimum qualifications for the Tester are as follows:

1. A minimum of 5 years of demonstrated experience in Information Technology projects;
2. A minimum of 3 years of demonstrated experience within the last 5 years performing similar duties as described below;
3. A minimum of 1 year of demonstrated experience in facial recognition biometrics if specified in the TA request;
4. Demonstrated capability in a previous IT project to interact effectively with members of a team; and
5. The Tester must be proficient in both English and in French (written and oral).

The Tester's duties include, but are not limited to:

1. Develop an overall test strategy;
2. Develop a set of test cases to validate that the requirements of the TA have been met, and ensure the test cases also include regression testing to confirm that existing functionality has not been negatively impacted by any application code modifications or enhancements;
3. Perform test planning and coordination;
4. Decide on testing tools, techniques and processes;
5. Develop, manage and monitor test plans for all testing;
6. Transfer knowledge related to the TA to project staff; and
7. Provide other related test services.

The Tester's deliverables include, but are not limited to:

1. Provide reports to the Technical Authority on testing status and success;
2. Maintain and update relevant enhancements in manual or electronic files;
3. Develop standards and processes to follow with regards to system integration, testing and the preparation of systems for implementation and rollout; and
4. Provide a fully tested and production-ready application based on the requirements of the TA.

3.2.7. Training Specialist

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

Upon receipt of a TA requiring training expertise, the Contractor must make available a Training Specialist.

The minimum qualifications for the Training Specialist are as follows:

1. A minimum of 5 years of demonstrated experience within the last 8 years in the planning, design, development and delivery of adult training relevant to the technical and business outcomes for this project;
2. Have demonstrated capability to interact effectively with members of a team; and
3. The Trainer must be proficient in both English and in French (written and oral).

The Training Specialist's deliverables include, but are not limited to:

1. Identify and assess training needs of staff by conferring with managers and supervisors or conducting surveys;
2. Prepare and document training plans;
3. Develop and document training procedure manuals and guides and course materials;
4. Evaluate training effectiveness and produce report; and
5. Deliver training modules.

4. TRANSITION OUT SERVICES

The Contractor must make all reasonable efforts to assist IRCC in the transition from this contract to any follow on contract.

The Contractor will cooperate with the Technical Authority to ensure a seamless transition and a continuance of service including transferring data, and winding down of services such as, but not limited to:

1. Transfer of source code that Canada is entitled to the new Contractor (or Canada);
2. Transfer of all ticket information (Close, Open, Completed) to the new Contractor;
3. Transfer all project and technical documents maintained by the Contractor, including but not limited to the functional and technical specifications, architecture documentation, training documentation, defect management documentation, requirements documentation to Canada;
4. Provide knowledge transfer as requested;
5. Transfer the configuration management database to Canada; and
6. Return Government of Canada loaned / owned equipment, including hardware, software, and intellectual property.

5. COMPLIANCE STANDARDS

5.1. Work and Deliverables Compliance Standards

The Contractor's Work and deliverables must comply with the following standards:

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

s.16(2)(c) B7059-180321/001/XS

002xs

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1. Machine Readable Travel Document (MRTD) images must be compliant to the ICAO 9303, Machine Readable Travel Documents, Part 1-3, 2006 at:
<https://www.icao.int/publications/pages/publication.aspx?docnum=9303>
 2. Support and maintenance of the FRS solution interface to :
 - a) GCMS in accordance with the FRS-GCMS ICD; and
 - b) IRIS in accordance with the FRS-IRIS ICD.

5.2. Services and Deliverables Compliance Standards

The Contractor services and deliverables must comply with the following:

1. ISO/IEC 19794-5:2011 - International Organization for Standardization/International Electrotechnical Commission, Information Technology-Biometric Data Interchange Formats-Part 5: Face Image Data, referred to within this document as ISO/IEC 19794-5
<https://www.iso.org/standard/50867.html>
2. Treasury Board of Canada Secretariat, Operational Security Standard: Management of Information Technology Security (MITS) at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328>
3. Treasury Board of Canada Secretariat - Policy on Privacy Protection - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12510>
4. Treasury Board of Canada Secretariat - Policy on Government Security - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>
5. Treasury Board of Canada Secretariat - Policy on Management of Information Technology - <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12755>

6. OFFICIAL LANGUAGES

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

This contract will require the Contractor to provide and maintain all technical documentation in English.

The contractor must maintain client support, including the FRS in both of Canada's Official Languages (English and French).

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

Appendix A – FRS Core Software Packages

The table below lists the core FRS software and associated software suppliers.

s.16(2)(c)

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

Appendix B – FRS Documentation

The table below lists all the documents that the Contractor must maintain, and must be accessible and provided to IRCC, upon request.

s.16(2)(c)

Contract No. - No de contrat	.	Buyer ID – Id de l'acheteur
B7059-180321/001/XS		002xs

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

ANNEX B: Basis of Payment

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

Annex B - Basis of Payment

1.0 GENERAL

- 1.1 This Annex B describes the framework and fee structure that Canada will use to establish payments to the Contractor for Work performed pursuant to the Contract. The framework and fee structure will be in place for the duration of the Contract including any applicable Option Periods.
- 1.2 All services and deliverables are F.O.B. Destination, and Canadian Customs Duty and Excise Taxes included, if applicable.
- 1.3 The Contractor's detailed cost breakdowns provided with its Financial Bid for all proposed pricing form part of the Contract and will be used as required to support any subsequent Contract amendment or Task Authorization (TA).
- 1.4 **Annual Prices - Monthly Billing Amount**

Where the fees indicated are firm, all-inclusive, **annual** prices, the Contractor shall invoice at month end **one-twelfth** of the annual price. The twelfth billed amount in any Contract year shall be the firm annual price for that year less the total of the eleven previous billings.

2.0 TRANSITION FEE

The Contractor will be paid the firm all-inclusive lot price of \$15,000.00 for the completion of all Contract requirements associated with the with transition of the FRS (including labour) for the duration of the transition period (SOR Sections 2.1.1 and 2.1.3).

3.0 SOFTWARE LICENCES (SOR SECTION 2.1.4.1)

The Contractor will be paid a firm, all-inclusive, annual price, for each year of the contract, as follows, for the completion of all Contract requirements associated with the provision of Software licences in accordance with the contract. This includes the Provision of a Canada Wide Entity license by the Contractor to Canada for all Licensed Programs.

The terms "Licensed Programs" and "Entity License" are defined in Supplemental General Conditions 4003, dated 2010-08-16.

Software Licences	Contract Year 1	Contract Year 2
Annual Software Licensing Fee	\$56,900.00	\$59,745.00

4.0 ANNUAL FEE FOR SUPPORT AND MANTANENCE SERVICES (SOR SECTION 2.1.4)

The Contractor shall be paid a firm, all-inclusive, annual price, for each year of the contract, as follows, for the support and maintenance services described in section 2.1.4 of the SOR. The Support and Maintenance Services Fee includes all costs related to the provision of the contractual requirement,

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

s.20(1)(b)

including the cost of any replacement parts for Contractor provided hardware and equipment, and the scheduled on call time required to address support issues (incidents) as may arise when on-site support resources are not available.

Support and Maintenance Services	Contract Year 1	Contract Year 2
Annual Price	\$102,100.00	\$107,205.00

5.0 PROFESSIONAL SERVICES

5.1 Fixed Per Diem Professional Services Rates

The following firm, all-inclusive, per diem labour rates, including overhead and profit based on a 7.5 hour day, will be used to calculate the labour costs for any TA. The qualifications for the personnel shall be in accordance with Annex A of the SOR.

Professional Service Category	Contract Year 1	Contract Year 2
Senior Technical Architect		
Systems Engineer		
Senior Business Transformation Architect		
Software Engineer		
Senior Systems Analyst		
Software Developer		
Senior Project Manager		
Database Architect		
Intermediate Facial Recognition & Biometrics Specialist		
Senior Facial Recognition & Biometrics Specialist		
Information Technology Security Specialist		
Tester		
Training Specialist		
Senior Software Developer		

5.2 Additional Fixed Per Diem Labour Rates

Fixed per diem rates for Professional Services Categories not identified above and which are required for "as and when requested" Work to be performed in accordance with Article 1.4 of the Contract, Task Authorizations, will be negotiated as and when required by the Contracting Authority. Per diem rates shall be fair and reasonable and the Contractor must demonstrate they are not in excess of the best price for similar type quality and quantity of work. Canada reserves the right to apply Contract Cost Principles 1031-2 and the PWGSC departmental Profit Policy in effect at the time. The rates will only apply to the TA for which they were negotiated unless incorporated into the Contract through a formal Contract amendment issued by the Contracting Authority.

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

5.3 Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5 \text{ hours}} \times \text{Fixed Per Diem Labour Rate}$$

6.0 TRAVEL AND LIVING EXPENSES – TASK AUTHORIZATIONS – COST REIMBURSABLE

6.1 The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

6.2 Travel and living expenses associated with the provision of any work required under a TA are included in the above stated fixed per diem labour rates if the work location is within 50 km of the personnel's primary place of business. Otherwise, travel and related living expenses are extra and will be paid in accordance with Article 6.1 above.

6.3 Canada will not accept any travel and living expenses incurred by the Contractor, except where indicated otherwise in the Contract.

7.0 OTHER DIRECT COSTS

Other direct costs, approved by the Technical Authority, reasonably and properly incurred as part of Work carried out under a TA, shall be reimbursed at actual cost with no allowance thereon for profit or overhead, provided that the amount has been deemed appropriate and fair and reasonable by Canada and preauthorized, as part of the TA. All costs must be supported by receipts and/or documentation.

8.0 ECONOMIC PRICE ADJUSTMENT (EPA)

8.1 Escalation Index - Operations Phase

8.1.1 The provisions of this Article apply to the fees and rates set out in Articles 3.0, 4.0, 5.1 of this Appendix B - Basis of Payment.

8.1.2 Beginning in the first option year of the Contract, the fees/rates given for the previous contract year will be escalated for the next 12 month period in accordance with the provisions of this clause. The same methodology will apply to all subsequent periods that the Contract is in place, or upon extension of the Contract Period, and the Contract Basis of Payment will be amended to reflect the new fees and rates.

8.1.3 The fees and rates for the first option year of the contract and all subsequent years will be calculated based on the previous' years fees and rates in the Basis of Payment adjusted annually, based on the percentage increase (decrease) in the monthly average index of Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted, (<https://doi.org/10.25318/1810000401-eng>)

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

published by Statistics Canada, in accordance with the following formula, rounded to the nearest 2 decimals:

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

Where:

A = The monthly CPI (All-items) for Canada, for the month ending 3 months preceding the start date of the new contract year

B = The monthly CPI (All-items) for Canada for the month ending 15 months preceding the start date of the new contract year

Example: In Option Year 1 of the contract, the fees/rates in the Basis of Payment would be increased by 2.40 percent based on the following assumptions (assuming an October 2022 contract award date):

A = Monthly Index for the month of July 2024 (3 months preceding the start date of Option Year 1) = 145.3

B = Monthly Index for the month of July 2023, (15 months preceding the start date of Option Year 1) = 141.9

$$\text{Escalation} = \left(\frac{A}{B} \right) - 1 \times 100$$

$$\text{Escalation} = \left(\frac{145.3}{141.9} \right) - 1 \times 100$$

$$\text{Escalation} = 2.40\%$$

8.1.4 Any amount determined by using the escalation index which is less than zero, will be deemed to be equal to zero.

8.2 Annual Adjustments to Fees/Rates

8.2.1 The Contractor must notify the Contracting Authority in writing of the applicable EPA, no later than 30 calendar days prior to the commencement of the new Operations Year. The Contracting Authority will in turn verify the information and amend the Contract accordingly to reflect the revised fees/rates.

8.2.2 Until such time as the adjustments to the fees/rates are made through a Contract amendment, the fees/rates valid for the last twelve month period will be used. Once the new fees/rates have been incorporated into the Contract, the Contractor may submit a claim for any underpayment (via a PWGSC-TPGSC 1111 claim for payment) that may have occurred as a result of any delays on the part of Canada in actioning the annual adjustment.

8.2.3 Where the notification of the applicable EPA is not received by the Contracting Authority at least 30 calendar days prior to the end of the current year of operations (March 31st of the applicable year), any underpayment will be the Contractor's liability and will not be reimbursed by Canada.

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

8.3 Discontinuation of Escalation Indices

If any of the official Government(s) CPI indices set out in the Contract are discontinued, the parties should immediately thereafter agree to establish replacement indices or formulate adjustments consistent with those set forth in the Contract.

9.0 GOODS AND SERVICES TAX / HARMONIZED SALES TAX / QUEBEC SALES TAX

- 9.1 All prices and amounts of money in the Contract are exclusive of GST, HST or QST, as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 9.2 The estimated GST or HST is included in the total estimated cost. GST, HST and QST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the Canada Revenue Agency any amounts of GST, HST and QST paid or due.

10.0 TIME VERIFICATION

This article applies only to TAs utilizing the labour categories under Article 5.1 above.

- 10.1 Time charged and the accuracy of the Contractor's time recording system may be verified by Canada's representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by Canada.
- 10.2 Canada shall have the right to holdback, drawback, deduct and set off from and against the amounts of any moneys owing at any time by Canada to the Contractor, any credits owing and unpaid under this article. Should Canada elect not to exercise the foregoing right at any given time, this shall not be deemed a waiver of this right nor shall it affect the right(s) described above.

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

ANNEX C: Security Requirements Checklist



Contract Number / Numéro du contrat

B7059-180321/001/XS

Security Classification / Classification de sécurité

Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Citizenship & Immigration Canada		2. Branch or Directorate / Direction générale ou Direction Integrity Risk Management Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Service Maintenance Contract Support for Facial Recognition System - as part of the Passport Application & Entitlement Process			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input checked="" type="checkbox"/>		Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays : NATO / 5 Eyes citizens. Permanent residents of Canada included.		Specify country(ies): / Préciser le(s) pays : Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input checked="" type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité

Unclassified



Contract Number / Numéro du contrat
B7059-180321/001/XS

Security Classification / Classification de sécurité
Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : ☒ No / Non ☐ Yes / Oui
9. Will the supplier require access to extremely sensitive INFOSEC information or assets:
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No / Non ☐ Yes / Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :
- Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|--|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input checked="" type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.
10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No / Non ☐ Yes / Oui
- If Yes, will unscreened personnel be escorted:
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No / Non ☐ Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No / Non ☐ Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No / Non ☐ Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No / Non ☒ Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No / Non ☐ Yes / Oui

Security Classification / Classification de sécurité
Unclassified



Contract Number / Numéro du contrat
B7059-180321/001/XS

Security Classification / Classification de sécurité
Unclassified

PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité

Unclassified



Transport Standard

TRANSPORT: to physically hand carry protected and classified information from one person/place to another.

Note: The carrier must have the need-to-know.

TYPE OF INFORMATION	RESTRICTED ACCESS AREA	IN CANADA				OUTSIDE CANADA			
		PACKAGING ENCLOSURE				PACKAGING ENCLOSURE			
		None req'd	Single sealed envelope ^{1,3}	Double sealed envelope ^{2,3}	Single sealed envelope in a secure enclosure (lockable carrying bag or case)	None req'd	Single sealed envelope ^{1,3}	Double sealed envelope ^{2,3}	Use an approved dispatch case (when replacing the outer envelope)
Protected "A"	Within	X				X			
	Outside		X				X		
Protected "B"	Within	X				X			
	Outside		X				X ⁷		
Protected "C"	Within		X				X		
	Outside				X ^{5,6}			X	X ⁸
Confidential	Within	X					X		
	Outside		X				X ⁷		
Secret	Within	X					X		
	Outside		X ⁴		X ^{5,6}			X	X ⁸
Top Secret	Within		X				X		
	Outside				X ^{5,6}			X	X ⁸

- When possible, address single and the outer jacket of double sealed envelopes in a non-specific manner (e.g. to departmental mailroom, branch or section), include return address of sender with no security classification of the contents.
- When double sealed envelopes are used, the outer envelope should be addressed as per note 1. The inner envelope should show the address of the recipient (it may have an attention line with recipient's name), return address of sender and highest security classification of contents.
- When warranted by the need-to-know, single or inner envelopes should have one of the following restrictive caveats: "TO BE OPENED ONLY BY (position title)" - when only the incumbent of that position is to access the contents, OR "TO BE OPENED ONLY BY (name)" - when only the identified individual is to access the contents (e.g., personal information).
- It is highly recommended that Secret Information be treated the same as Protected C and Top Secret, due to inadvertent opening while in transit and at security check points.
- It is highly recommended that this information be placed in a double sealed envelope while in transit and when passing through security check points.
- When warranted by a TRA that an enhanced security measure (higher assurance of tampering) is required, you may use an approved opaque tamper-indicating security polyethylene envelope with no security markings and placed in a carrying case (carrying bag, backpack, briefcase, etc.)
- When warranted by a TRA, use a double sealed envelope.
- You may replace the outer envelope with an approved dispatch case, but it is highly recommended the information be placed in a double sealed envelope.

Transmittal Standard in Canada

TRANSMITTAL: to send protected and classified information from one person/place to another by a third party.

TYPE OF INFORMATION	RESTRICTED ACCESS AREA	PACKAGING ENCLOSURE ^{1,2}		DELIVERY METHODS	
		Single sealed envelope ^{3,5}	Double sealed envelope ^{2,5}	Departmental messenger	Postal or reliable courier service (when delivery is urgent & essential)
Protected "A"	Within	X		X	
	Outside	X		X	X
Protected "B"	Within	X		X	
	Outside	X		X	X
Protected "C"	Within	X		X	
	Outside		X	X	X ⁷
Confidential	Within	X		X	
	Outside	X		X	X
Secret	Within	X		X	
	Outside	X ⁶	X ⁶	X	X ⁷
Top Secret	Within	X		X	
	Outside		X	X	X ⁷

1 You may replace the single or outer sealed envelope with a lockable carrying case (carrying bag, backpack, briefcase, etc.)

2 Note: For bulk shipments, place in a tape-sealed enclosure (envelope, box, etc.) and then place in a locked and/or security-sealed enclosure (crate or transit case). Locks or seals must be applied at the departure point and removed at the reception point by appropriately-screened personnel.

3 When possible, address single and the outer jacket of double sealed envelopes in a non-specific manner (e.g. to departmental mailroom, branch or section), include return address of sender with no security classification of the contents.

4 When double sealed envelopes are used, the outer envelope should be addressed as per note 1. The inner envelope should show the address of the recipient (it may have an attention line with recipient's name), return address of sender and highest security classification of contents.

5 When warranted by the need-to-know, single or inner envelopes should have one of the following restrictive caveats: "TO BE OPENED ONLY BY (position title)" - when only the incumbent of that position is to access the contents, OR "TO BE OPENED ONLY BY (name)" - when only the identified individual is to access the contents (e.g., personal information).

6 It is highly recommended that Secret information be transmitted in a double sealed envelope.

7 If departmental messenger service is not available and delivery is urgent, essential and approved by the DSO on a case-by-case basis, use these services, with the option of a signature upon delivery (this method greatly increases the risk of compromise).

Transmittal Standard outside Canada

TRANSMITTAL: to send protected and classified information from one person/place to another by a third party.

Note: The bearer does not have the need-to-know. Outside Canada means to, from or within GoC facilities (i.e. embassies, missions or deployments, GoC buildings, consulates etc.) in foreign countries.

TYPE OF INFORMATION	RESTRICTED ACCESS AREA	PACKAGING ENCLOSURE ^{1,2}		DELIVERY METHODS ⁶		
		Single sealed envelope ^{3,5}	Double sealed envelope ^{4,5}	Departmental messenger	DFAIT Diplomatic Mail Service	Postal or reliable courier service (when delivery is urgent & essential)
Protected "A"	Within	X		X		
	Outside	X		X	X	X ¹¹
Protected "B"	Within	X		X		
	Outside	X		X	X	X ¹¹
Protected "C"	Within	X	X ⁷	X		
	Outside		X ⁹	X ¹⁰	X	
Confidential	Within	X		X		
	Outside	X ⁸		X ¹⁰	X	X ¹²
Secret	Within	X	X ⁷	X		
	Outside		X ⁹	X ¹⁰	X	
Top Secret	Within	X	X ⁷	X		
	Outside		X ⁹	X ¹⁰	X	

1 You may replace the single or outer sealed envelope with an approved dispatch case listed in the RCMP Security Equipment Guide (SEG).

2 Note: For bulk shipments, place in a tape-sealed enclosure (envelope, box, etc.) and then place in a locked and/or security sealed enclosure (crate or transit case). Locks or seals must be applied at the departure point and removed at the reception point by appropriately-screened personnel.

3 When possible, address single and the outer jacket of double sealed envelopes in a non-specific manner (e.g. to departmental mailroom, branch or section), include return address of sender with no security classification of the contents.

4 When double sealed envelopes are used, the outer envelope should be addressed as per note 1. The inner envelope should show the address of the recipient (it may have an attention line with recipient's name), return address of sender and highest security classification of contents.

5 When warranted by the need-to-know, single or inner envelopes should have one of the following restrictive caveats: "TO BE OPENED ONLY BY (position title)" - when only the incumbent of that position is to access the contents, OR "TO BE OPENED ONLY BY (name)" - when only the identified individual is to access the contents (e.g., personal information).

6 When protected and classified information is transmitted to, from or within foreign countries and particularly in non NATO countries, the use of DFAIT Diplomatic Mail Services is very strongly recommended.

7 It is highly recommended that this information be placed in a double sealed envelope in case of advertent opening.

8 Use a double sealed envelope when transmitting by DFAIT Diplomatic Mail Services.

9 Place a Transmittal Note and Receipt form in the inner envelope and seal with approved security tape specified in the RCMP Security Equipment Guide (SEG).

10 Transmit only by appropriately-screened services and when delivery is urgent, essential and approved by the DSO.

11 If DFAIT Diplomatic Mail Services and departmental messenger service is not available and as approved by the DSO on a case-by-case basis, use these services, with the option of a signature upon delivery (this method greatly increases the risk of compromise).

12 This method only applies to the USA and the UK.

Protected Information

(Information sensitive to personal or commercial interest.)

	INFORMATION RELEASED COULD CAUSE	EXAMPLES OF PROTECTED INFORMATION	ELECTRONIC TRANSFERS (e.g., E-mail, FTP)	STORAGE	LAPTOP	COMMUNICATION ACROSS CANADA AND TO THE MISSIONS	DISPOSAL
A	<ul style="list-style-type: none"> Minor injury Embarrassment for an individual, a company or the Government of Canada 	Personal <ul style="list-style-type: none"> Date of birth** Home address** and telephone number** Salary** SIN** Fingerprint** Photo** Organization <ul style="list-style-type: none"> Contract number** Standing offers 	<ul style="list-style-type: none"> May be emailed between government departments and agencies without any additional safeguards. 	<ul style="list-style-type: none"> CIC Network drives (personal and shared drive) Appropriately labelled media*** 	Save on: <ul style="list-style-type: none"> Hard drive (C:\) or other appropriately labelled media*** 	<ul style="list-style-type: none"> Use a regular telephone and a regular fax 	<ul style="list-style-type: none"> Overwrite/format media***
B	<ul style="list-style-type: none"> Medium to serious injury Detriment, harm Financial loss or gain for an individual, a company or the Government of Canada 	Personal <ul style="list-style-type: none"> Performance evaluation Medical/ Psychiatric information Contractual information Financial information Harassment investigation Organization <ul style="list-style-type: none"> Trade secrets of a third party Contractual information Competitive position of a third party Most CIC client files 	<ul style="list-style-type: none"> May be transmitted within CIC across Canada. Outside CIC, must use approved Government of Canada encryption software. Missions: <ul style="list-style-type: none"> Consult the security officer 	<ul style="list-style-type: none"> CIC Network drives (personal and shared drive) Appropriately labelled media*** Store all media*** in a secure cabinet Data on removable and portable media must be encrypted with Government of Canada approved encryption tools. 	Save on: <ul style="list-style-type: none"> Hard drive (C:\) with approved Government of Canada encryption software. Copy must also exist on CIC corporate network. Consult the IT Security Unit 	<ul style="list-style-type: none"> Use a regular telephone and a secure fax approved by the Government of Canada (*) Use discretion on cellular telephone Missions: <ul style="list-style-type: none"> Use a secure telephone and secure fax 	<ul style="list-style-type: none"> Send media*** to the IT Security Unit for disposal or demagnetizing (degauss) Missions: <ul style="list-style-type: none"> Give to the security officer for disposal
C	<ul style="list-style-type: none"> Extremely serious injury Loss of life Significant financial loss or gain for an individual, a company or the Government of Canada 	<ul style="list-style-type: none"> Witness Protection Program Security plans for protecting very valuable assets 	<ul style="list-style-type: none"> Transmission must be on a secure network, not on the CIC protected B network Use a dedicated printer Missions: <ul style="list-style-type: none"> Consult the security officer 	<ul style="list-style-type: none"> Store only on a secure network or on a standalone PC with a removable hard drive that has been encrypted with Government of Canada approved encryption tools. Store data on media***, with the appropriately label, in an approved secure cabinet (safe) Use a dedicated printer 	<ul style="list-style-type: none"> Consult the IT Security Unit 	<ul style="list-style-type: none"> Use a secure telephone and secure fax approved by the Government of Canada (*) For the use of a secure cellular telephone, consult with the COMSEC custodian Missions: <ul style="list-style-type: none"> Use a secure telephone and secure fax 	<ul style="list-style-type: none"> Send media*** to the IT Security Unit for disposal Missions: <ul style="list-style-type: none"> Give to the security officer for disposal

* Secure Telephone Units and secure fax approved by the Government of Canada - conversations and fax transmissions are encrypted when using these equipment. Contact your COMSEC Custodian.

**Data elements may be individually classified as Protected A. Combining these elements, that uniquely identifies an individual(s), may raise the classification above Protected B.

*** Floppy, CD, Hard Disk, Memory stick, etc.

Classified Information

(Information sensitive to national security or of national interest.)

	INFORMATION RELEASED COULD CAUSE	EXAMPLES OF PROTECTED INFORMATION	ELECTRONIC TRANSFERS (e.g., E-mail, FTP)	STORAGE	LAPTOP	COMMUNICATION ACROSS CANADA AND TO THE MISSIONS	DISPOSAL
CONFIDENTIAL	<ul style="list-style-type: none"> Minor injury Classified information that merits this level is limited 	<ul style="list-style-type: none"> Information related to negotiations with provincial governments 	<ul style="list-style-type: none"> Transmission must be on a secure network, not on the CIC protected B network Use a dedicated printer 	<ul style="list-style-type: none"> Store only on a secure network or on a standalone PC with a removable hard drive Store data on media***, with the appropriate label, in an approved secure cabinet Use a dedicated printer <p>Missions:</p> <ul style="list-style-type: none"> Consult the security officer 	<ul style="list-style-type: none"> Consult the IT Security Unit 	<ul style="list-style-type: none"> Use a secure telephone and secure fax (*) approved by the Government of Canada with a Confidential key For the use of a secure cellular telephone, consult with the COMSEC custodian 	<ul style="list-style-type: none"> Send media*** to the IT Security Unit for disposal <p>Missions:</p> <ul style="list-style-type: none"> Give to the security officer for disposal
SECRET	<ul style="list-style-type: none"> Serious injury Most classified information falls in this category 	<ul style="list-style-type: none"> Information exchange and negotiations with foreign governments Advice and recommendations to the Minister Cabinet Documents Financial Documents Case files with national security implications 	<ul style="list-style-type: none"> Transmission must be on a secure network, not on the CIC protected B network Use a dedicated printer <p>Missions:</p> <ul style="list-style-type: none"> Consult the security officer (C5) 	<ul style="list-style-type: none"> Store only on a secure network or on a standalone PC with a removable hard drive Store data on media***, with the appropriate label, in an approved secure cabinet (safe) Use a dedicated printer <p>Missions:</p> <ul style="list-style-type: none"> Consult the security officer 	<ul style="list-style-type: none"> Consult the IT Security Unit 	<ul style="list-style-type: none"> Use a secure telephone and secure fax (*) approved by the Government of Canada with a Secret key For the use of a secure cellular telephone, consult with the COMSEC custodian 	<ul style="list-style-type: none"> Send media*** to the IT Security Unit for disposal <p>Missions:</p> <ul style="list-style-type: none"> Give to the security officer for disposal
TOP SECRET	<ul style="list-style-type: none"> Exceptionally serious injury Information that merits this level is very limited 	<ul style="list-style-type: none"> International treaties and agreements Law enforcement and immigration intelligence Operational plans or political negotiations Scientific and technical data connected to the defence of the nation or allied nations 	<ul style="list-style-type: none"> Transmission must be on a secure network, not on the CIC protected B network Use a dedicated printer 	<ul style="list-style-type: none"> Store only on a secure network or on a standalone PC with a removable hard drive Store data on media***, with the appropriate label, in an approved secure cabinet (safe) Use a dedicated printer <p>Missions:</p> <ul style="list-style-type: none"> Consult the security officer 	<ul style="list-style-type: none"> Consult the IT Security Unit 	<ul style="list-style-type: none"> Use a secure telephone and secure fax (*) approved by the Government of Canada with a Top Secret key For the use of a secure cellular telephone, consult with the COMSEC custodian 	<ul style="list-style-type: none"> Send media*** to the IT Security Unit for disposal <p>Missions:</p> <ul style="list-style-type: none"> Give to the security officer for disposal

* Secure Telephone Units and secure fax approved by the Government of Canada - conversations and fax transmissions are encrypted when using these equipment. Contact your COMSEC Custodian.

** For delivery outside Canada, consult the IT Security Unit.

*** Floppy, CD, Hard Disk, Memory stick, etc.

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

ANNEX D: Task Authorization Form

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

LEGEND
<i><Text in red should be completed by Contractor></i>
<i><Text in blue denotes general instructions and sections for completion by VMO/IRCC></i>

DIGITAL CHANNEL CONTRACT TASK AUTHORIZATION		
1.0 Administrative Information: <i><Insert Title></i>		
Contractor: <i>Canadian Bank Note Company, Limited (CBN)</i>		
Contract Number: <i>B7059-180321/001/XS</i> Purchase Order: #	Task Authorization No. <i><Insert TA Number></i>	Date: <i><Insert Date></i>
2.0 Description of Work to be performed:		
Background: <i><Please Insert></i> Purpose: <i><Please Insert></i> Scope of Task Authorization: <i><Please Insert></i> Deliverables: <i><Please Insert></i> Additional Requirements: <i><Please Insert></i>		
3.0 Period of services	From: <i><Please Insert></i> To: <i><Please Insert></i>	
4.0 Work location	<i><Please Insert></i>	
5.0 Travel requirements	<i><Please Insert or choose N/A></i>	
6.0 Gov't furnished equipment/material	<i><Please Insert or choose N/A></i>	

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

7.0 Authorities			
IRCC Project Authority:		PSPC Contracting Authority:	
<Please Insert>		<Please Insert>	
IRCC Technical Authority <Please Insert / Remove if not applicable>			
8.0 Task Authorization Basis of Payment			
Type of Labour Category (as per article 4.0 of the Contract Basis of Payment)	Fixed All-inclusive Per Diem Labour Rate	Estimated Level of Effort	Total Price (\$)
<Please Insert>	<Please Insert>	<Please Insert>	<Please Insert>
<Please Insert>	<Please Insert>	<Please Insert>	<Please Insert>
<If applicable, please Insert the following> *The Contractor cannot exercise the contingency labour in part or in whole, without the prior written approval of the Project Authority, listed below.			
Subtotal - Labour			<Please Insert>
<If applicable, please insert the following> Other direct costs (if applicable)			<Please Insert>
GST/HST			<Please Insert>
<If applicable, please insert the following> Estimated Travel and Accommodations Costs (if applicable)			<Please Insert>
TOTAL			<Please Insert>
Check applicable Basis of Payment			
<Select one option>			
<input type="checkbox"/> Limitation of Expenditure <input type="checkbox"/> Ceiling Price <input type="checkbox"/> Firm Price			
Check applicable Method of Payment			
<Select one option>			
<input type="checkbox"/> Lump Sum Payment <input type="checkbox"/> Milestone Payments (Milestone schedule of payments attached as Appendix “XX” to TA “XX”)			

Contract No. - No de contrat

Buyer ID – Id de l'acheteur

B7059-180321/001/XS

002xs

TASK AUTHORIZATION APPROVALS	
9.0 Contractor <Please Insert name and title>	
Signature:	Date:
10.0 Technical Authority - Contractor's TA Proposal is Accepted: <Please Insert name and title>	
Signature:	Date:
11.0 IRCC Procurement Authority – Concurrence to proceed with Task Authorization <Please Insert name and title>	
	Date:
<p>You are requested to sell to Canada, in accordance with the terms and conditions included in the PSPC Contract no. B7059-180321/D and the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein for this Task Authorization at the price set out thereof.</p>	
12.0 PSPC Contracting Authority - Concurrence to Proceed with Task Authorization: <Please Insert name and title>	
Signature:	Date:

DELIVERABLE ACCEPTANCE					
Contract No. B7059-180321/001/XS	Task Authorization No. <Insert TA Number>				
12.0 Description of deliverable(s) (To be completed by the Contractor)	Date submitted: <Insert Date>				
(attach under separate annex if so required) <Insert Description of Deliverables>					
13.0 Acceptance of deliverable(s) (To be completed by IRCC Project Authority)					
Accepted:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">YES</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> <td style="padding: 2px 10px;">NO</td> <td style="width: 20px; text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>		
Accepted by:	Date:				
Name, title and signature of individual authorized to sign on behalf of IRCC (type or print)					
Comments:					

Contract No. - No de contrat

B7059-180321/001/XS

Buyer ID – Id de l'acheteur

002xs

ANNEX E: Supply Chain Security Information

s.16(2)(c)

Contract No. - No de contrat
B7059-180321/001/XS

Buyer ID – Id de l'acheteur
002xs

Appendix A to Annex E – ICT Product List

s.16(2)(c)

Page 185

**is withheld pursuant to section
est retenue en vertu de l'article**

16(2)(c)

**of the Access to Information Act
de la Loi sur l'accès à l'information**

Contract No. - No de contrat
B7059-180321/001/XS

Buyer ID – Id de l'acheteur
002xs

Appendix C to Annex E – Subcontractor List

Line Item #	Name of the Subcontractor	Address of the Subcontractor's headquarters	Portion of the Work that would be performed by the Subcontractor	Location(s) where the Subcontractor would perform the Work
1	Deloitte Inc. Deloitte LLP	Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, Ontario, M5H 0A9 Canada – Deloitte Headquarters	As a subcontractor to the Prime Contractor, Deloitte resources will perform work on Task Authorizations (TA's) should these be issued by the Contract Authority. Deloitte has expertise across a broad range of technologies and business domains including biometrics, artificial intelligence, data analytics, systems integration and managed services. Should the Contract Authority decide to pursue the integration of existing Government of Canada (GoC) infrastructure / application(s) with the FRS, Deloitte's knowledge and expertise on many of the GoC's legacy applications will be useful to support the Prime Contractor to define, develop and support these integrations.	<p>Deloitte Headquarters, Bay Adelaide East, 8 Adelaide Street West, Suite 200, Toronto, Ontario, M5H 0A9 Canada</p> <p>Ottawa Office, 100 Queen Street, Suite 1600, Ottawa, Ontario, K1P 5T8 Canada</p> <p>Montreal Office, La Tour Deloitte, 1190 Avenue des Canadiens-de-Montréal Suite 500, Montreal, Quebec, H3B 0M7, Canada</p> <p>Halifax Office, 1741 Lower Water Street, Suite 800, Halifax, Nova Scotia B3J 0J2, Canada</p> <p>Nepean Office, 18 Auriga Drive, Nepean, Ontario, K2E 7T9, Canada CBN Offices</p> <p>Calgary Office, Suite 700 850 – 2nd Street SW, Calgary, Alberta T2P 0R8 Canada</p> <p>Vancouver Office 410 West Georgia Street, Suite 2000, Vancouver, British Columbia V6B 0S7, Canada</p>

s.16(2)(c)

Contract No. - No de contrat
B7059-180321/001/XS

Buyer ID – Id de l'acheteur
002xs

Appendix D to Annex E – Essential Supplier List

Line Item #	Name of the Supplier	Address of the Supplier's headquarters	Function of Product that is essential	Location(s) where the product is produced and secured	How is the product secured by the bidder (please provide 3rd party accreditation if available)
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